

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) >		RATING	PAGE OF 1 80
2. CONTRACT NO.		3. SCREENING INFORMATION REQUEST NO. DTFAAC-13-R-00010		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED (RFO)	5. DATE ISSUED 09/18/2012
				6. REQUISITION/PURCHASE NO. AC-13-00010 (FAA Internal Use Only)	
7. ISSUED BY CODE FAA, AMQ Acquisition Division (AMQ-310) 6500 South MacArthur Boulevard, MPB Bldg, Rm, 373 P.O. Box 25082 Oklahoma City, OK 73125-4931		8. ADDRESS OFFER TO (If other than Item 7) FAA, Customer Service Desk (AMQ-100) Multi-Purpose Building, Room 313 6500 South MacArthur Boulevard Oklahoma City, OK 73169-4933 P.O. Box 25082 Oklahoma City, OK 73125-4931			

Indefinite Delivery / Indefinite Quantity Contract	SOLICITATION	Static Transfer Switch, Mike Monroney Aeronautical Center, Oklahoma City, OK
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9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand-carried, in the depository located in **Room 313, Multi-Purpose Building** until **3:00p.m.** local time **10/19/2012**
(Hour) (Date)

NOTE: If offers are hand-carried, additional time should be allowed to access the depository facility due to heightened security requirements.

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision No. 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: >	A. NAME Randall L. Bratcher randall.bratcher@faa.gov	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (405) 954-8860
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 3.2.2.3-2, Minimum Offer Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (**60 calendar days unless a different period is inserted by the offeror**) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, AMS Clause No.3.3.1-6) >	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the REQUEST for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 COPIES UNLESS OTHERWISE SPECIFIED) >
24. ADMINISTERED BY (If other than Item 7) CODE FAA, AMQ Contract Management Team (AMQ-240) 6500 South MacArthur Boulevard, MPB Bldg, Rm. 380 P.O. Box 25082 Oklahoma City, OK 73125-4932	25. PAYMENT WILL BE MADE BY CODE FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4304	28. AWARD DATE
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I – SECTION A – (cont'd.)
SCREENING INFORMATION REQUEST

The Federal Aviation Administration (FAA) herewith solicits competitive proposals unrestricted as to business size through the use of this Screening Information Request (SIR) for the award of an indefinite delivery / indefinite quantity type contract for Static Transfer Switches, Mike Monroney Aeronautical Center, Oklahoma City, OK.

One (1) indefinite delivery / indefinite quantity type contract resulting from this solicitation will be awarded, with the contract duration period being for one (1) two-year base period and up to four (4) two-year option periods.

This SIR consists of the following Parts/Sections:

Part I – Section A:	Solicitation/Contract Form (Solicitation, Offer and Award)
Part I – Section B:	Supplies or Services and Prices/Costs (Pricing Schedule)
Part I – Section C:	Description/Specifications/Work Statement
Part I – Section D:	Packaging and Marking
Part I – Section E:	Inspection and Acceptance
Part I – Section F:	Deliveries or Performance
Part I – Section G:	Contract Administration Data
Part I – Section H:	Special Contract Requirements
Part II – Section I:	Contract Clauses
Part III – Section J:	List of Attachments*
Part IV – Section K:	Representations, Certifications and Other Statements of Offerors
Part IV – Section L:	Instructions, Conditions, and Notices to Offerors
Part IV – Section M:	Evaluation Factors for Award

*Attachments located after end of Section M.

PART I – SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 GENERAL

The Contractor shall provide all the necessary services, materials, equipment, and facilities (unless otherwise identified in the Performance Work Statement [PWS] as Government Furnished) to provide a Contractor Depot Logistic Support (CDLS) solution for the Static Transfer Switches (STS) program, as required for the Federal Aviation Administration's (FAA) Operational Services Branch (AML-4010), Mike Monroney Aeronautical Center, Oklahoma City, OK, as set forth in accordance with the terms, conditions, and provisions set forth herein. The Contractor shall effectively administer, manage, and perform the tasks that are defined by the Government in accordance with the PWS. Specific services shall be defined in the task orders issued throughout the contract performance.

B.2 TYPE AND TERM OF CONTRACT

This acquisition is for an indefinite delivery / indefinite quantity type contract, with fully loaded firm fixed-priced rates. The term of this contract is for one (1) two-year base period and up to four (4) two-year option year periods. All terms and conditions contained in this document will be applicable to all task orders issued under this contract, unless otherwise specified by an individual task order, as additional requirements may be specified in each task order. The Contracting Officer is the only person authorized to issue orders under this contract.

B.3 PRICING

In accordance with the requirements and specifications contained herein, the pricing shall be fully loaded firm fixed-price rates.

In accordance with clause 3.2.4-20 Indefinite Quantity (July 1996) included in Section I, the minimum and maximum amounts for this indefinite delivery/indefinite quantity contract are as follows:

Contract minimum amount: \$10,000.00 (guaranteed)

Contract maximum amount: \$62,147,644.00 (estimated and not-to-exceed)

The minimum amount shall be met by the initial task/delivery order to be issued in the base year of the contract.

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Solid State Static Automatic Transfer Switch (STS) 208 Volt, 150 Amp, 4-Pole STS With Enclosure/Bypass NSN: Part Number:	<u>XXX</u>	<u>XX</u>	\$ <u>XXX</u>	\$ <u>XXX</u>
0001	BASE CONTRACT PERIOD (Years 1 and 2)	<u>10</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0002	1st OPTION PERIOD (Years 3 and 4)	<u>10</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0003	2nd OPTION PERIOD (Years 5 and 6)	<u>10</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0004	3rd OPTION PERIOD (Years 7 and 8)	<u>10</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0005	4th OPTION PERIOD (Years 9 and 10)	<u>10</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>

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<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Solid State Static Automatic Transfer Switch (STS) 480 Volt, 150 Amp, 4-Pole STS With Enclosure/Bypass NSN: Part Number:	<u>XXX</u>	<u>XX</u>	\$ <u>XXX</u>	\$ <u>XXX</u>
0006	BASE CONTRACT PERIOD (Years 1 and 2)	<u>4</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0007	1st OPTION PERIOD (Years 3 and 4)	<u>4</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0008	2nd OPTION PERIOD (Years 5 and 6)	<u>4</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0009	3rd OPTION PERIOD (Years 7 and 8)	<u>4</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0010	4th OPTION PERIOD (Years 9 and 10)	<u>4</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>

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N/A	Solid State Static Automatic Transfer Switch (STS) 208 Volt, 150 Amp, 4-Pole STS Without Enclosure/Bypass NSN: Part Number:	<u>XXX</u>	<u>XX</u>	\$ <u>XXX</u>	\$ <u>XXX</u>
0011	BASE CONTRACT PERIOD (Years 1 and 2)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0012	1st OPTION PERIOD (Years 3 and 4)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0013	2nd OPTION PERIOD (Years 5 and 6)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0014	3rd OPTION PERIOD (Years 7 and 8)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0015	4th OPTION PERIOD (Years 9 and 10)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>

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0016	BASE CONTRACT PERIOD (Years 1 and 2)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0017	1st OPTION PERIOD (Years 3 and 4)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0018	2nd OPTION PERIOD (Years 5 and 6)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0019	3rd OPTION PERIOD (Years 7 and 8)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
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N/A	Solid State Static Automatic Transfer Switch (STS) 208 Volt, 150 Amp, 3-Pole, 4-Wire STS With Enclosure/Bypass NSN: Part Number:	<u>XXX</u>	<u>XX</u>	\$ <u>XXX</u>	\$ <u>XXX</u>
0021	BASE CONTRACT PERIOD (Years 1 and 2)	<u>10</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0022	1st OPTION PERIOD (Years 3 and 4)	<u>10</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0023	2nd OPTION PERIOD (Years 5 and 6)	<u>10</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0024	3rd OPTION PERIOD (Years 7 and 8)	<u>10</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0025	4th OPTION PERIOD (Years 9 and 10)	<u>10</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>

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N/A	Solid State Static Automatic Transfer Switch (STS) 208 Volt, 200 Amp, 3-Pole, 4-Wire STS With Enclosure/Bypass NSN: Part Number:	<u>XXX</u>	<u>XX</u>	\$ <u>XXX</u>	\$ <u>XXX</u>
0026	BASE CONTRACT PERIOD (Years 1 and 2)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0027	1st OPTION PERIOD (Years 3 and 4)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0028	2nd OPTION PERIOD (Years 5 and 6)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0029	3rd OPTION PERIOD (Years 7 and 8)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0030	4th OPTION PERIOD (Years 9 and 10)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>

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N/A	Solid State Static Automatic Transfer Switch (STS) 208 Volt, 400 Amp, 3-Pole, 4-Wire STS With Enclosure/Bypass NSN: Part Number:	<u>XXX</u>	<u>XX</u>	\$ <u>XXX</u>	\$ <u>XXX</u>
0031	BASE CONTRACT PERIOD (Years 1 and 2)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0032	1st OPTION PERIOD (Years 3 and 4)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0033	2nd OPTION PERIOD (Years 5 and 6)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0034	3rd OPTION PERIOD (Years 7 and 8)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
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N/A	Solid State Static Automatic Transfer Switch (STS) 208 Volt, 600 Amp, 3-Pole, 4-Wire STS With Enclosure/Bypass NSN: Part Number:	<u>XXX</u>	<u>XX</u>	\$ <u>XXX</u>	\$ <u>XXX</u>
0036	BASE CONTRACT PERIOD (Years 1 and 2)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0037	1st OPTION PERIOD (Years 3 and 4)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0038	2nd OPTION PERIOD (Years 5 and 6)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0039	3rd OPTION PERIOD (Years 7 and 8)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
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N/A	Solid State Static Automatic Transfer Switch (STS) 208 Volt, 150 Amp, 4-Pole, 4-Wire STS With Enclosure/Bypass NSN: Part Number:	<u>XXX</u>	<u>XX</u>	\$ <u>XXX</u>	\$ <u>XXX</u>
0041	BASE CONTRACT PERIOD (Years 1 and 2)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0042	1st OPTION PERIOD (Years 3 and 4)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0043	2nd OPTION PERIOD (Years 5 and 6)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0044	3rd OPTION PERIOD (Years 7 and 8)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
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0046	BASE CONTRACT PERIOD (Years 1 and 2)	<u>14</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0047	1st OPTION PERIOD (Years 3 and 4)	<u>14</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0048	2nd OPTION PERIOD (Years 5 and 6)	<u>14</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0049	3rd OPTION PERIOD (Years 7 and 8)	<u>14</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0050	4th OPTION PERIOD (Years 9 and 10)	<u>14</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>

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<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Solid State Static Automatic Transfer Switch (STS) 208 Volt, 400 Amp, 4-Pole, 4-Wire STS With Enclosure/Bypass NSN: Part Number:	<u>XXX</u>	<u>XX</u>	\$ <u>XX</u>	\$ <u>XXX</u>
0051	BASE CONTRACT PERIOD (Years 1 and 2)	<u>14</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0052	1st OPTION PERIOD (Years 3 and 4)	<u>14</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0053	2nd OPTION PERIOD (Years 5 and 6)	<u>14</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0054	3rd OPTION PERIOD (Years 7 and 8)	<u>14</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0055	4th OPTION PERIOD (Years 9 and 10)	<u>14</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>

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<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Solid State Static Automatic Transfer Switch (STS) 208 Volt, 600 Amp, 4-Pole, 4-Wire STS With Enclosure/Bypass NSN: Part Number:	<u>XXX</u>	<u>XX</u>	\$ <u>XXX</u>	\$ <u>XXX</u>
0056	BASE CONTRACT PERIOD (Years 1 and 2)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0057	1st OPTION PERIOD (Years 3 and 4)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0058	2nd OPTION PERIOD (Years 5 and 6)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0059	3rd OPTION PERIOD (Years 7 and 8)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0060	4th OPTION PERIOD (Years 9 and 10)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>

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N/A	Solid State Static Automatic Transfer Switch (STS) 480 Volt, 150 Amp, 3-Phase, 4-Wire STS With Enclosure/Bypass NSN: Part Number:	<u>XXX</u>	<u>XX</u>	\$ <u>XXX</u>	\$ <u>XXX</u>
0061	BASE CONTRACT PERIOD (Years 1 and 2)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0062	1st OPTION PERIOD (Years 3 and 4)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0063	2nd OPTION PERIOD (Years 5 and 6)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0064	3rd OPTION PERIOD (Years 7 and 8)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0065	4th OPTION PERIOD (Years 9 and 10)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>

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<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
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0066	BASE CONTRACT PERIOD (Years 1 and 2)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0067	1st OPTION PERIOD (Years 3 and 4)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0068	2nd OPTION PERIOD (Years 5 and 6)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0069	3rd OPTION PERIOD (Years 7 and 8)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
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<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Solid State Static Automatic Transfer Switch (STS) 480 Volt, 600 Amp, 3-Pole, 4-Wire STS With Enclosure/Bypass NSN: Part Number:	<u>XXX</u>	<u>XX</u>	\$ <u>XXX</u>	\$ <u>XXX</u>
0071	BASE CONTRACT PERIOD (Years 1 and 2)	<u>28</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0072	1st OPTION PERIOD (Years 3 and 4)	<u>28</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0073	2nd OPTION PERIOD (Years 5 and 6)	<u>28</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0074	3rd OPTION PERIOD (Years 7 and 8)	<u>28</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0075	4th OPTION PERIOD (Years 9 and 10)	<u>28</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Startup Service Maintenance Technician Monday through Friday	<u>XXX</u>	<u>XX</u>	\$ <u>XXX</u>	\$ <u>XXX</u>
0076	BASE CONTRACT PERIOD (Years 1 and 2)	<u>2,112</u>	<u>Hour</u>	\$ <u> </u>	\$ <u> </u>
0077	1st OPTION PERIOD (Years 3 and 4)	<u>2,112</u>	<u>Hour</u>	\$ <u> </u>	\$ <u> </u>
0078	2nd OPTION PERIOD (Years 5 and 6)	<u>2,112</u>	<u>Hour</u>	\$ <u> </u>	\$ <u> </u>
0079	3rd OPTION PERIOD (Years 7 and 8)	<u>2,112</u>	<u>Hour</u>	\$ <u> </u>	\$ <u> </u>
0080	4th OPTION PERIOD (Years 9 and 10)	<u>2,112</u>	<u>Hour</u>	\$ <u> </u>	\$ <u> </u>

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Startup Service Maintenance Technician Weekends	<u>XXX</u>	<u>XX</u>	\$ <u>XXX</u>	\$ <u>XXX</u>
0081	BASE CONTRACT PERIOD (Years 1 and 2)	<u>24</u>	<u>Hour</u>	\$ <u> </u>	\$ <u> </u>
0082	1st OPTION PERIOD (Years 3 and 4)	<u>24</u>	<u>Hour</u>	\$ <u> </u>	\$ <u> </u>
0083	2nd OPTION PERIOD (Years 5 and 6)	<u>24</u>	<u>Hour</u>	\$ <u> </u>	\$ <u> </u>
0084	3rd OPTION PERIOD (Years 7 and 8)	<u>24</u>	<u>Hour</u>	\$ <u> </u>	\$ <u> </u>
0085	4th OPTION PERIOD (Years 9 and 10)	<u>24</u>	<u>Hour</u>	\$ <u> </u>	\$ <u> </u>

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	STS Delivery Service Dedicated Truck Delivery	<u>XXX</u>	<u>XX</u>	\$ <u>XXX</u>	\$ <u>XXX</u>
0086	BASE CONTRACT PERIOD (Years 1 and 2)	<u>89</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0087	1st OPTION PERIOD (Years 3 and 4)	<u>89</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0088	2nd OPTION PERIOD (Years 5 and 6)	<u>89</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0089	3rd OPTION PERIOD (Years 7 and 8)	<u>89</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0090	4th OPTION PERIOD (Years 9 and 10)	<u>89</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Installation Service Installtion Technician	<u>XXX</u>	<u>XX</u>	\$ <u>XXX</u>	\$ <u>XXX</u>
0091	BASE CONTRACT PERIOD (Years 1 and 2)	<u>14,240</u>	<u>Hour</u>	\$ <u> </u>	\$ <u> </u>
0092	1st OPTION PERIOD (Years 3 and 4)	<u>14,240</u>	<u>Hour</u>	\$ <u> </u>	\$ <u> </u>
0093	2nd OPTION PERIOD (Years 5 and 6)	<u>14,240</u>	<u>Hour</u>	\$ <u> </u>	\$ <u> </u>
0094	3rd OPTION PERIOD (Years 7 and 8)	<u>14,240</u>	<u>Hour</u>	\$ <u> </u>	\$ <u> </u>
0095	4th OPTION PERIOD (Years 9 and 10)	<u>14,240</u>	<u>Hour</u>	\$ <u> </u>	\$ <u> </u>

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Factory Training STS Troubleshooting and Repair	XXX	XX	\$ XXX	\$ XXX
0096	BASE CONTRACT PERIOD (Years 1 and 2)	4	Class	\$	\$
0097	1st OPTION PERIOD (Years 3 and 4)	4	Class	\$	\$
0098	2nd OPTION PERIOD (Years 5 and 6)	4	Class	\$	\$
0099	3rd OPTION PERIOD (Years 7 and 8)	4	Class	\$	\$
0100	4th OPTION PERIOD (Years 9 and 10)	4	Class	\$	\$

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Field Training STS Installation Site Troubleshooting and Repair	XXX	XX	\$ XXX	\$ XXX
0101	BASE CONTRACT PERIOD (Years 1 and 2)	44	Day	\$	\$
0102	1st OPTION PERIOD (Years 3 and 4)	44	Day	\$	\$
0103	2nd OPTION PERIOD (Years 5 and 6)	44	Day	\$	\$
0104	3rd OPTION PERIOD (Years 7 and 8)	44	Day	\$	\$
0105	4th OPTION PERIOD (Years 9 and 10)	44	Day	\$	\$

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Training Development Factory and Field Training Classes Personnel Qualifications Report	<u>XXX</u>	<u>XX</u>	\$ <u>XXX</u>	\$ <u>XXX</u>
0106	BASE CONTRACT PERIOD (Years 1 and 2)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0107	1st OPTION PERIOD (Years 3 and 4)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0108	2nd OPTION PERIOD (Years 5 and 6)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0109	3rd OPTION PERIOD (Years 7 and 8)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0110	4th OPTION PERIOD (Years 9 and 10)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Training Development Factory and Field Training Classes Task, Skills Analysis Report	<u>XXX</u>	<u>XX</u>	\$ <u>XXX</u>	\$ <u>XXX</u>
0111	BASE CONTRACT PERIOD (Years 1 and 2)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Training Development Factory and Field Training Classes Training Development Plan	<u>XXX</u>	<u>XX</u>	\$ <u>XXX</u>	\$ <u>XXX</u>
0112	BASE CONTRACT PERIOD (Years 1 and 2)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Training Development Factory and Field Training Classes Course Design Guide	XXX	XX	\$ XXX	\$ XXX
0113	BASE CONTRACT PERIOD (Years 1 and 2)	1	Each	\$	\$

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Training Development Factory and Field Training Classes Classroom Training Materials	XXX	XX	\$ XXX	\$ XXX
0114	BASE CONTRACT PERIOD (Years 1 and 2)	1	Each	\$	\$

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Training Development Factory and Field Training Classes Written Exam Development	XXX	XX	\$ XXX	\$ XXX
0115	BASE CONTRACT PERIOD (Years 1 and 2)	3	Each	\$	\$
0116	1st OPTION PERIOD (Years 3 and 4)	3	Each	\$	\$
0117	2nd OPTION PERIOD (Years 5 and 6)	3	Each	\$	\$
0118	3rd OPTION PERIOD (Years 7 and 8)	3	Each	\$	\$
0119	4th OPTION PERIOD (Years 9 and 10)	3	Each	\$	\$

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Training Development Factory and Field Training Classes Performance Exam Development (laboratory)	<u>XXX</u>	<u>XX</u>	\$ <u>XXX</u>	\$ <u>XXX</u>
0120	BASE CONTRACT PERIOD (Years 1 and 2)	<u>3</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0121	1st OPTION PERIOD (Years 3 and 4)	<u>3</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0122	2nd OPTION PERIOD (Years 5 and 6)	<u>3</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0123	3rd OPTION PERIOD (Years 7 and 8)	<u>3</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0124	4th OPTION PERIOD (Years 9 and 10)	<u>3</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Training Development Factory and Field Training Classes Contractor's Presentation	<u>XXX</u>	<u>XX</u>	\$ <u>XXX</u>	\$ <u>XXX</u>
0125	BASE CONTRACT PERIOD (Years 1 and 2)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Training Development Factory and Field Training Classes Operational Tryout	<u>XXX</u>	<u>XX</u>	\$ <u>XXX</u>	\$ <u>XXX</u>
0126	BASE CONTRACT PERIOD (Years 1 and 2)	<u>1</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Training Development Factory and Field Training Classes First Course Conduct	<u>XXX</u>	<u>XX</u>	\$ <u>XXX</u>	\$ <u>XXX</u>
0127	BASE CONTRACT PERIOD (Years 1 and 2)	<u>1</u>	<u>Each</u>	\$ <u></u>	\$ <u></u>

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Program Management Program Manager	<u>XXX</u>	<u>XX</u>	\$ <u>XXX</u>	\$ <u>XXX</u>
0128	BASE CONTRACT PERIOD (Years 1 and 2)	<u>89</u>	<u>Hour</u>	\$ <u></u>	\$ <u></u>
0129	1st OPTION PERIOD (Years 3 and 4)	<u>89</u>	<u>Hour</u>	\$ <u></u>	\$ <u></u>
0130	2nd OPTION PERIOD (Years 5 and 6)	<u>89</u>	<u>Hour</u>	\$ <u></u>	\$ <u></u>
0131	3rd OPTION PERIOD (Years 7 and 8)	<u>89</u>	<u>Hour</u>	\$ <u></u>	\$ <u></u>
0132	4th OPTION PERIOD (Years 9 and 10)	<u>89</u>	<u>Hour</u>	\$ <u></u>	\$ <u></u>

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Program Management Program Management Report	<u>XXX</u>	<u>XX</u>	\$ <u>XXX</u>	\$ <u>XXX</u>
0133	BASE CONTRACT PERIOD (Years 1 and 2)	<u>8</u>	<u>Each</u>	\$ <u></u>	\$ <u></u>
0134	1st OPTION PERIOD (Years 3 and 4)	<u>8</u>	<u>Each</u>	\$ <u></u>	\$ <u></u>
0135	2nd OPTION PERIOD (Years 5 and 6)	<u>8</u>	<u>Each</u>	\$ <u></u>	\$ <u></u>
0136	3rd OPTION PERIOD (Years 7 and 8)	<u>8</u>	<u>Each</u>	\$ <u></u>	\$ <u></u>
0137	4th OPTION PERIOD (Years 9 and 10)	<u>8</u>	<u>Each</u>	\$ <u></u>	\$ <u></u>

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Program Management Program Management Review Agenda	<u>XXX</u>	<u>XX</u>	\$ <u>XXX</u>	\$ <u>XXX</u>
0138	BASE CONTRACT PERIOD (Years 1 and 2)	<u>4</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0139	1st OPTION PERIOD (Years 3 and 4)	<u>4</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0140	2nd OPTION PERIOD (Years 5 and 6)	<u>4</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0141	3rd OPTION PERIOD (Years 7 and 8)	<u>4</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0142	4th OPTION PERIOD (Years 9 and 10)	<u>4</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Program Management Program Management Review Minutes	<u>XXX</u>	<u>XX</u>	\$ <u>XXX</u>	\$ <u>XXX</u>
0143	BASE CONTRACT PERIOD (Years 1 and 2)	<u>4</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0144	1st OPTION PERIOD (Years 3 and 4)	<u>4</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0145	2nd OPTION PERIOD (Years 5 and 6)	<u>4</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0146	3rd OPTION PERIOD (Years 7 and 8)	<u>4</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>
0147	4th OPTION PERIOD (Years 9 and 10)	<u>4</u>	<u>Each</u>	\$ <u> </u>	\$ <u> </u>

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Program Management Review & Meetings Program Manager	<u>XXX</u>	<u>XX</u>	\$ <u>XXX</u>	\$ <u>XXX</u>
0148	BASE CONTRACT PERIOD (Years 1 and 2)	<u>40</u>	<u>Hour</u>	\$ <u></u>	\$ <u></u>
0149	1st OPTION PERIOD (Years 3 and 4)	<u>40</u>	<u>Hour</u>	\$ <u></u>	\$ <u></u>
0150	2nd OPTION PERIOD (Years 5 and 6)	<u>40</u>	<u>Hour</u>	\$ <u></u>	\$ <u></u>
0151	3rd OPTION PERIOD (Years 7 and 8)	<u>40</u>	<u>Hour</u>	\$ <u></u>	\$ <u></u>
0152	4th OPTION PERIOD (Years 9 and 10)	<u>40</u>	<u>Hour</u>	\$ <u></u>	\$ <u></u>

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Program Management Review & Meetings Maintenance Technician	<u>XXX</u>	<u>XX</u>	\$ <u>XXX</u>	\$ <u>XXX</u>
0153	BASE CONTRACT PERIOD (Years 1 and 2)	<u>40</u>	<u>Hour</u>	\$ <u></u>	\$ <u></u>
0154	1st OPTION PERIOD (Years 3 and 4)	<u>40</u>	<u>Hour</u>	\$ <u></u>	\$ <u></u>
0155	2nd OPTION PERIOD (Years 5 and 6)	<u>40</u>	<u>Hour</u>	\$ <u></u>	\$ <u></u>
0156	3rd OPTION PERIOD (Years 7 and 8)	<u>40</u>	<u>Hour</u>	\$ <u></u>	\$ <u></u>
0157	4th OPTION PERIOD (Years 9 and 10)	<u>40</u>	<u>Hour</u>	\$ <u></u>	\$ <u></u>

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Program Management Review & Meetings Administrative Support Specialist	XXX	XX	\$ XXX	\$ XXX
0158	BASE CONTRACT PERIOD (Years 1 and 2)	16	Hour	\$	\$
0159	1st OPTION PERIOD (Years 3 and 4)	16	Hour	\$	\$
0160	2nd OPTION PERIOD (Years 5 and 6)	16	Hour	\$	\$
0161	3rd OPTION PERIOD (Years 7 and 8)	16	Hour	\$	\$
0162	4th OPTION PERIOD (Years 9 and 10)	16	Hour	\$	\$

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Integrated Logistics Support Management Repair Status Reports	XXX	XX	\$ XXX	\$ XXX
0163	BASE CONTRACT PERIOD (Years 1 and 2)	24	Each	\$	\$
0164	1st OPTION PERIOD (Years 3 and 4)	24	Each	\$	\$
0165	2nd OPTION PERIOD (Years 5 and 6)	24	Each	\$	\$
0166	3rd OPTION PERIOD (Years 7 and 8)	24	Each	\$	\$
0167	4th OPTION PERIOD (Years 9 and 10)	24	Each	\$	\$

PRICING SCHEDULE

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Integrated Logistics Support Management Depot Spare Parts Kit	XXX	XX	\$ XXX	\$ XXX
0168	BASE CONTRACT PERIOD (Years 1 and 2)	2	Each	\$	\$
0169	1st OPTION PERIOD (Years 3 and 4)	2	Each	\$	\$
0170	2nd OPTION PERIOD (Years 5 and 6)	2	Each	\$	\$
0171	3rd OPTION PERIOD (Years 7 and 8)	2	Each	\$	\$
0172	4th OPTION PERIOD (Years 9 and 10)	2	Each	\$	\$

(Note: Estimated Quantity based on depot spare parts kit list, estimated quantities, and periods as listed below.)

<u>Description</u>	<u>Base</u>	<u>1st Opt</u>	<u>2nd Opt</u>	<u>3rd Opt</u>	<u>4th Opt</u>
Control Logic Board	1	1	1	1	1
Driver PWA	1	1	1	1	1
Monitor Interface PWA	1	1	1	1	1
SCR	3	3	3	3	3
Output Isolation Switch 6	1	1	1	1	1
Output Isolation Switch 5	1	1	1	1	1
Input Isolation Switch 1, Switch 2	1	1	1	1	1
Bypass Isolation Switch 3, Switch 4	1	1	1	1	1
Fuse, 2.5A, 600V	10	10	10	10	10
Fuse, 0.5A, 600V	10	10	10	10	10
Fuse, 3A, 600V	10	10	10	10	10
Filter, Air Disposable	1,700	1,700	1,700	1,700	1,700

PRICING SCHEDULE						
ITEM	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT	
N/A	Integrated Logistics Support Management Site Spare Parts Kit	XXX	XX	\$ XXX	\$ XXX	
0173	BASE CONTRACT PERIOD (Years 1 and 2)	89	Each	\$	\$	
0174	1st OPTION PERIOD (Years 3 and 4)	89	Each	\$	\$	
0175	2nd OPTION PERIOD (Years 5 and 6)	89	Each	\$	\$	
0176	3rd OPTION PERIOD (Years 7 and 8)	89	Each	\$	\$	
0177	4th OPTION PERIOD (Years 9 and 10)	89	Each	\$	\$	
(Note: Estimated Quantity based on site spare parts kit list, estimated quantities, and periods as listed below.)						
	<u>Description</u>	<u>Base</u>	<u>1st Opt</u>	<u>2nd Opt</u>	<u>3rd Opt</u>	<u>4th Opt</u>
	Control Logic Board	1	1	1	1	1
	Driver PWA	1	1	1	1	1
	Monitor Interface PWA	1	1	1	1	1
	SCR	3	3	3	3	3
	Output Isolation Switch 6	1	1	1	1	1
	Output Isolation Switch 5	1	1	1	1	1
	Input Isolation Switch 1, Switch 2	1	1	1	1	1
	Bypass Isolation Switch 3, Switch 4	1	1	1	1	1
	Fuse, 2.5A, 600V	10	10	10	10	10
	Fuse, 0.5A, 600V	10	10	10	10	10
	Fuse, 3A, 600V	10	10	10	10	10

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Integrated Logistics Support Management Tool Set	XXX	XX	\$ XXX	\$ XXX
0178	BASE CONTRACT PERIOD (Years 1 and 2)	89	Each	\$	\$
0179	1st OPTION PERIOD (Years 3 and 4)	89	Each	\$	\$
0180	2nd OPTION PERIOD (Years 5 and 6)	89	Each	\$	\$
0181	3rd OPTION PERIOD (Years 7 and 8)	89	Each	\$	\$
0182	4th OPTION PERIOD (Years 9 and 10)	89	Each	\$	\$

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Contractor Depot Logistic Support Cost Reports	XXX	XX	\$ XXX	\$ XXX
0183	BASE CONTRACT PERIOD (Years 1 and 2)	8	Each	\$	\$
0184	1st OPTION PERIOD (Years 3 and 4)	8	Each	\$	\$
0185	2nd OPTION PERIOD (Years 5 and 6)	8	Each	\$	\$
0186	3rd OPTION PERIOD (Years 7 and 8)	8	Each	\$	\$
0187	4th OPTION PERIOD (Years 9 and 10)	8	Each	\$	\$

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Contractor Depot Logistic Support Depot Level Line-level Replaceable Units and Parts Usage Reports	XXX	XX	\$ XXX	\$ XXX
0188	BASE CONTRACT PERIOD (Years 1 and 2)	24	Each	\$	\$
0189	1st OPTION PERIOD (Years 3 and 4)	24	Each	\$	\$
0190	2nd OPTION PERIOD (Years 5 and 6)	24	Each	\$	\$
0191	3rd OPTION PERIOD (Years 7 and 8)	24	Each	\$	\$
0192	4th OPTION PERIOD (Years 9 and 10)	24	Each	\$	\$

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Contractor Depot Logistic Support Warehouse Rent	XXX	XX	\$ XXX	\$ XXX
0193	BASE CONTRACT PERIOD (Years 1 and 2)	24	Month	\$	\$
0194	1st OPTION PERIOD (Years 3 and 4)	24	Month	\$	\$
0195	2nd OPTION PERIOD (Years 5 and 6)	24	Month	\$	\$
0196	3rd OPTION PERIOD (Years 7 and 8)	24	Month	\$	\$
0197	4th OPTION PERIOD (Years 9 and 10)	24	Month	\$	\$

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Contractor Depot Logistic Support Invoicing and Shipping (Note: To be reimbursed at actual costs)	XXX	XX	\$ XXX	\$ XXX
0198	BASE CONTRACT PERIOD (Years 1 and 2)	TBD	Dollar	\$ N/A	\$ 2,000.00
0199	1st OPTION PERIOD (Years 3 and 4)	TBD	Dollar	\$ N/A	\$ 2,000.00
0200	2nd OPTION PERIOD (Years 5 and 6)	TBD	Dollar	\$ N/A	\$ 2,000.00
0201	3rd OPTION PERIOD (Years 7 and 8)	TBD	Dollar	\$ N/A	\$ 2,000.00
0202	4th OPTION PERIOD (Years 9 and 10)	TBD	Dollar	\$ N/A	\$ 2,000.00

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Contractor Depot Logistic Support On-site Support Maintenance Technician	<u>XXX</u>	<u>XX</u>	\$ <u>XXX</u>	\$ <u>XXX</u>
0203	BASE CONTRACT PERIOD (Years 1 and 2)	<u>32</u>	<u>Hour</u>	\$ <u></u>	\$ <u></u>
0204	1st OPTION PERIOD (Years 3 and 4)	<u>32</u>	<u>Hour</u>	\$ <u></u>	\$ <u></u>
0205	2nd OPTION PERIOD (Years 5 and 6)	<u>32</u>	<u>Hour</u>	\$ <u></u>	\$ <u></u>
0206	3rd OPTION PERIOD (Years 7 and 8)	<u>32</u>	<u>Hour</u>	\$ <u></u>	\$ <u></u>
0207	4th OPTION PERIOD (Years 9 and 10)	<u>32</u>	<u>Hour</u>	\$ <u></u>	\$ <u></u>

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Material (Note: To be reimbursed at actual costs)	<u>XXX</u>	<u>XX</u>	\$ <u>XXX</u>	\$ <u>XXX</u>
0208	BASE CONTRACT PERIOD (Years 1 and 2)	<u>TBD</u>	<u>Dollar</u>	\$ <u>N/A</u>	\$ <u>1,000.00</u>
0209	1st OPTION PERIOD (Years 3 and 4)	<u>TBD</u>	<u>Dollar</u>	\$ <u>N/A</u>	\$ <u>1,000.00</u>
0210	2nd OPTION PERIOD (Years 5 and 6)	<u>TBD</u>	<u>Dollar</u>	\$ <u>N/A</u>	\$ <u>1,000.00</u>
0211	3rd OPTION PERIOD (Years 7 and 8)	<u>TBD</u>	<u>Dollar</u>	\$ <u>N/A</u>	\$ <u>1,000.00</u>
0212	4th OPTION PERIOD (Years 9 and 10)	<u>TBD</u>	<u>Dollar</u>	\$ <u>N/A</u>	\$ <u>1,000.00</u>

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>ESTIMATED UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Travel (Note: To be reimbursed at actual costs)	XXX	XX	\$ XXX	\$ XXX
0213	BASE CONTRACT PERIOD (Years 1 and 2)	89	Trip	\$ 1,271.00	\$ 113,119.00
0214	1st OPTION PERIOD (Years 3 and 4)	89	Trip	\$ 1,353.00	\$ 120,417.00
0215	2nd OPTION PERIOD (Years 5 and 6)	89	Trip	\$ 1,440.00	\$ 128,160.00
0216	3rd OPTION PERIOD (Years 7 and 8)	89	Trip	\$ 1,533.00	\$ 136,437.00
0217	4th OPTION PERIOD (Years 9 and 10)	89	Trip	\$ 1,632.00	\$ 145,248.00

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>ESTIMATED UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	Per Diem (Note: To be reimbursed at actual costs)	XXX	XX	\$ XXX	\$ XXX
0218	BASE CONTRACT PERIOD (Years 1 and 2)	89	Trip	\$ 333.00	\$ 29,637.00
0219	1st OPTION PERIOD (Years 3 and 4)	89	Trip	\$ 349.00	\$ 31,061.00
0220	2nd OPTION PERIOD (Years 5 and 6)	89	Trip	\$ 366.00	\$ 32,574.00
0221	3rd OPTION PERIOD (Years 7 and 8)	89	Trip	\$ 384.00	\$ 34,176.00
0222	4th OPTION PERIOD (Years 9 and 10)	89	Trip	\$ 402.00	\$ 35,778.00

<u>PRICING SCHEDULE</u>					
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
N/A	STS Post-Repair Testing On-site Support Maintenance Technician	<u>XXX</u>	<u>XX</u>	\$ <u>XXX</u>	\$ <u>XXX</u>
0223	BASE CONTRACT PERIOD (Years 1 and 2)	<u>240</u>	<u>Hour</u>	\$ <u> </u>	\$ <u> </u>
0224	1st OPTION PERIOD (Years 3 and 4)	<u>240</u>	<u>Hour</u>	\$ <u> </u>	\$ <u> </u>
0225	2nd OPTION PERIOD (Years 5 and 6)	<u>240</u>	<u>Hour</u>	\$ <u> </u>	\$ <u> </u>
0226	3rd OPTION PERIOD (Years 7 and 8)	<u>240</u>	<u>Hour</u>	\$ <u> </u>	\$ <u> </u>
0227	4th OPTION PERIOD (Years 9 and 10)	<u>240</u>	<u>Hour</u>	\$ <u> </u>	\$ <u> </u>

TOTALS	<u>TOTAL ESTIMATED AMOUNT</u>
BASE CONTRACT PERIOD (Years 1 and 2)	\$ <u> </u>
1st OPTION PERIOD (Years 3 and 4)	\$ <u> </u>
2nd OPTION PERIOD (Years 5 and 6)	\$ <u> </u>
3rd OPTION PERIOD (Years 7 and 8)	\$ <u> </u>
4th OPTION PERIOD (Years 9 and 10)	\$ <u> </u>
GRAND TOTAL (Base Period and All Option Year Periods)	\$ <u> </u>

PART I – SECTION C – DESCRIPTION / SPECIFICATIONS

C.1 SCOPE OF WORK

(a) The Contractor shall provide all the necessary services, materials, equipment, and facilities (unless otherwise identified in the Statement of Work [SOW] as Government Furnished) to provide a Contractor Depot Logistic Support (CDLS) solution for the Static Transfer Switches (STS) program, as required for the Federal Aviation Administration's (FAA) Operational Services Branch (AML-4010), Mike Monroney Aeronautical Center, Oklahoma City, OK, as set forth in accordance with the terms, conditions, and provisions set forth herein. The Contractor shall effectively administer, manage, and perform the tasks that are defined by the Government in accordance with the SOW. Specific services shall be defined in the task orders issued throughout the contract performance. The Contractor shall assume responsibility for all of the services described in the contract. The Contractor shall be paid for services performed in accordance with Part I – Section B, Supplies or Services and Price/Cost.

(b) The complete SOW is attached to this Screening Information Request (SIR) and is identified in Part III – Section J, List of Attachments.

(c) Offeror's Schedule B submitted for award consideration shall not include any proprietary markings. Such markings, if not removed, may eliminate the offeror from further competition.

C.2 Emergency Situations and Exercises during Contract Performance (SEP 2001)

CLA.4548

(a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.

(b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.

(c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements that are then *announced at the time of an exercise*, contractor personnel will be excused from /evacuations.

(d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer's Technical Representative or a designated FAA contact point at the work site.

PART I – SECTION D – PACKAGING AND MARKING

D.1 PRESERVATION, PACKAGING, PACKING AND MARKING (JUL 1997)

CLA.2102

(a) All items unless otherwise specified shall be individually packaged to American Society for Testing and Materials (ASTM) D 3951 (packaging). Performance testing of packaging will be IAW ASTM D 4169 assurance level II distribution cycle 18.

(b) All items shall be marked IAW Mil STD 129 "Marking for Shipment and Storage". Bar coding is required, 128 symbology is preferred; however, 3 of 9 will be accepted.

(c) Common hardware items shall be packaged in multiple unit pack quantities compatible with the unit of issue (UI) or Quantity per unit pack (QUP). BULK QUANTITIES ARE NOT ACCEPTABLE.

(d) The following paragraph concerns only Federal Aviation Administration (FAA) items that are shipped to a contractor for repair:

The FAA will endeavor to ship all items in reusable containers. All items shall be returned to the FAA in the same or equal (see A. above) containers. In those instances where material is shipped in specialized containers (plastic/fiberglass shipping cases, metal crates, etc.), that material will be returned in the original container. If an FAA-owned container is not reusable, the contractor shall notify the Contracting Officer, offer to furnish a new comparable container, and state its price. At its option, the FAA may accept the contractor's offer, or independently furnish a suitable shipment container.

Copies of the ASTMs can be attained from:

ASTM
100 Barr Harbor Dr.
West Conshohocken, PA 19428
(610) 832-9500

Copies of Mil STD 129 can be attained from:

DODSSP
Customer Service
Standardization Documents Order Desk
700 Robbins Avenue Building 4D
Philadelphia, PA 19111-5094

PART I – SECTION E – INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997)

CLA.1908

- (a) Final inspection and acceptance shall be at destination.
- (b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clause AMS clause 3.10.4-4.

NOTICE: The following provisions and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Part II – Section I, Clause 3.1-1.

3.10.4-2 Inspection of Supplies - Fixed Price (November 1997)

3.10.4-4 Inspection of Services - Both Fixed-Price & Cost Reimbursement (April 1996)

3.10.4-5 Inspection - Time-and-Material and Labor-Hour (April 1996)

3.10.4-16 Responsibility for Supplies (April 1996)

PART I – SECTION F – DELIVERIES OR PERFORMANCE

F.1 AUTHORIZED PERFORMANCE (JAN 1997)

CLA.0168

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

F.2 CHANGE TO INDIVIDUAL DELIVERY ORDER SCHEDULE (JAN 1997)

CLA.1137

(a) The delivery schedule(s) of all delivery orders issued hereunder shall be established in accordance with the terms of the contract.

(b) In the event that the Contractor fails to deliver in accordance with the established delivery schedule(s) and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government and the Contractor may at the Government's option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the delivery order(s) shall be amended in writing accordingly.

(c) A delivery order change or amendment made pursuant to this clause shall not affect the delivery schedule(s) of any other delivery order(s) issued under this contract.

(d) This clause shall not limit the Government's rights under the Default clause.

F.3 DIVERSION OF SHIPMENT UNDER F.O.B. DESTINATION CONTRACTS (JUL 1997)

CLA.1259

(a) When a place of delivery is changed in accordance with the Changes clause of this contract, the contract price shall be adjusted pursuant to that clause for any resulting increase or decrease in the cost of performance. No adjustment shall be made for changes in transportation costs when supplies are identically priced for delivery regionally or nationally and the place of delivery is changed within the area to which the identical price applies. In all other cases, price adjustments due to changes in transportation costs shall be determined by comparing the cost of--

(1) Shipments to the new destinations as evidenced by copy of paid freight bills to be supplied by the Contractor with the invoice; and

(2) Shipments to the original or old destination as evidenced by copy of the appropriate paid freight bills to be supplied by the Contractor, or, in the event no shipments were made, as evidenced by the applicable rates of a common or contract carrier. If carrier rates are not publicly filed with any regulatory body, (e.g., interstate shipments moving by rail piggyback service) the Contractor shall provide a copy of the contract, letter agreement or other written communication from carriers quoting the rates/changes that would have been applied for shipments to the original or old destination.

(b) If (1) shipments to the new destination are made by the Contractor's owned or leased trucks and/or (2) shipments to the original destination were made or would have been made by the Contractor's owned or leased trucks, the Contractor shall so certify. The Government shall make an appropriate adjustment in contract prices for payment purposes by substituting a rate equal to 70 percent of the lowest applicable rate published in common carrier tariffs as of the date of shipment for the Contractor's actual rate or contemplated transportation costs.

(c) If any or all of the following data are not clearly shown on, or available from, copies of paid freight bills for each diverted shipment, the Contractor shall supply a statement showing the--

(1) Full name of the carrier or carriers in the routing;

(2) Number of containers;

(3) Gross shipping weight;

(4) Actual date of shipment; and

(5) Freight description for the supplies as indicated in the "National Motor Freight Classification" or the "Uniform Freight Classification" (Rail).

F.4 CONTRACT PERIOD (JAN 1997)

CLA.1604

The effective period of this contract is 1 year from the date of contract award or as extended by the exercise of any option included herein.

F.5 ACCELERATED DELIVERY (JAN 1997)

CLA.1817

Any Schedule for delivery or performance may be expedited at the contractor's option, if without additional expense to the Government.

NOTICE: The following provisions and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Part II – Section I, Clause 3.1-1.

3.2.2.8-3 Delivery of Excess Quantities (April 1996)

3.10.1-9 Stop-Work Order (October 1996)

3.10.1-24 Notice of Delay (March 2009)

3.11-34 F.O.B. Destination (April 1999)

PART I – SECTION G – CONTRACT ADMINISTRATION DATA

G.1 Accounting and Appropriation Data

Accounting and appropriation data will be set forth on individual task orders issued hereunder.

G.2 OPTION TO EXTEND SERVICES (JAN 1997)

CLA.0116

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

G.3 INCREMENTAL FUNDING (JAN 1997)

CLA.2604

(a) The Government reserves the right to incrementally fund this contract on a periodic basis to promote efficiency in the utilization of fiscal allotments through the routine budget process or the use of interim funding measures such as under congressional "continuing resolution" procedures.

(b) Delivery orders will be periodically issued to provide a not-to-exceed amount of funds. Such amount will be sufficient to cover contract performance for the period specified in the order, plus an estimated cost for terminating the contract should additional funds not be available to continue performance under the contract.

(c) This clause becomes inoperative when the contract period is fully funded.

G.4 INVOICING PROCEDURES - GENERAL (JAN 2002)

CLA.0135

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

(1) The original to:

FAA, Mike Monroney Aeronautical Center
Financial Operations Division (AMZ-I00)
P.O. Box 25710
Oklahoma City, OK 73125-4913

(2) Two copies to:

FAA, Mike Monroney Aeronautical Center
Contract Management Team (AMQ-240)
P.O. Box 25082
Oklahoma City, OK 73125

(3) Two copies to:

FAA, Mike Monroney Aeronautical Center
Operational Services Branch (AML-4010)
P.O. Box 25082
Oklahoma City, OK 73125

(b) Each invoice shall highlight the following information:

(1) Contract number and applicable Delivery Order number.

(2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.

(3) Extended totals for invoiced quantities.

(c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

G.5 WARRANTY - COMMERCIAL PRODUCTS AND SERVICES (JUN 2006)

CLA.4529

The contractor's standard commercial warranty shall be deemed to be a part of this contract unless otherwise specified. If the contractor does not have a standard warranty, the warranty provisions of UCC Article 2 shall apply.

G.6 WAIVER OF WITHHOLDING (SEP 2001)

CLA.4546

Funds shall not be withheld from contract payments as described in subparagraph (a)(2) of AMS clause 3.3.1-5 "Payments Under Time-and-Material and Labor-Hour Contracts."

G.7 DELIVERIES TO THE MIKE MONRONEY AERONAUTICAL CENTER (MMAC) (JAN 2002)

CLA.4550

(a) Security procedures at the MMAC require that all mail, materials, packages or parcels of any kind be delivered to a central screening point, for inspection by the FAA. This affects mail and other deliveries destined for all organizations located on MMAC property, including government organizations, contractors and permit holders. After passing security inspection, the mail or material may be handled and delivered by the FAA. FAA will make every reasonable effort to conduct inspections and handle items in a careful manner so as to avoid damage or delay.

(b) This inspection is for the benefit of the FAA only. The FAA makes no representation that any material passing inspection is without hazard, poses no threat, or that it conforms in form, fit, function or quantity to the expectations of the intended recipient.

(c) The FAA shall not be liable for any 1) loss, damage or shortage of any mail or materials, 2) injury, or 3) delay in performance resulting from such inspection and handling, unless liable under the Federal Tort Claims Act (28 U.S.C. 2671-2680).

(d) Any item destined for the contractor that fails to pass inspection remains the property of the contractor, who is responsible for its disposition and coordination with law enforcement agencies as necessary.

NOTICE: The following provisions and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Part II – Section I, Clause 3.1-1.

3.10.1-22 Contracting Officer's Representative (April 2012)

PART I – SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 Environmental, Safety and Health (April 2010)

CLA.0090

(a) The Contractor shall ensure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. The contractor shall also ensure that all employees receive appropriate and required training for safety, health, environmental, and equipment operations. In fulfilling these requirements, the Contractor shall comply with:

(1) Applicable Federal, State, and local environmental and safety requirements. This includes, but is not limited to, requirements contained in the U.S. Code of Federal Regulations (e.g. 29 CFR, 42 CFR, and 40 CFR) and/or requirements issued by the Oklahoma Department of Environmental Quality and the Oklahoma Corporation Commission.

(2) Supplemental Federal and FAA environmental, safety and health requirements contained in Executive Orders, FAA, and Mike Monroney Aeronautical Center (MMAC) Environmental, Safety and Health Orders, or elsewhere in the contract. Other standards used by the FAA include those sponsored by the National Fire Protection Association (NFPA), the American National Standards Institute (ANSI), the American Society of Testing and Materials (ASTM), etc. This list of standards or laws is not inclusive.

(3) The MMAC Environmental Policy that states:

“The Mike Monroney Aeronautical Center is fully committed to the Administrator’s Environmental Management Policy to achieve and maintain excellence and leadership in protecting the environment, and the health and safety of its employees and neighbors. In keeping with this commitment, we will accomplish our mission in a manner that will minimize environmental consequences. All organizations at the Aeronautical Center are responsible to ensure that environmental considerations are integrated into their daily activities and operations to:

- Ensure compliance with all applicable environmental requirements*
- Minimize pollution and waste*
- Conserve natural resources and improve energy efficiency*
- Continually improve environmental performance*

Aeronautical Center personnel shall be committed to this policy by providing products and services in a manner that demonstrates our good stewardship of the environment.”

(4) The requirements of the MMAC Environmental Management System (EMS) are modeled after the specifications found in the International Standard for Environmental Management, ISO 14001 (2004). The MMAC EMS requires that all contractors that provide goods and services that can affect MMAC’s environmental programs shall, prior to start of performance of work under this contract:

(i) Ensure that all employees supporting the contract work activities are:

- Aware of the MMAC Environmental Policy as set forth in paragraph (a)(3) above;
- Aware of and conform with the Operational Control documents referenced as attachments in Section J of this solicitation/contract;
- Competent to perform assigned job functions and maintain appropriate records of training or equivalent experience as identified in the above referenced Operational Control documents. Such records shall be made available to the CO or COTR upon request.

(ii) Ensure that employees requiring unescorted access to the site have received the MMAC Environmental Management System (EMS) General Awareness Briefing. This training is available on-line at:

https://employees.faa.gov/org/centers/mmac/employee_services/saf/training/index.cfm?training=mandatory_training.

(iii) Complete and sign the “Certification of Contractor Conformance to the MMAC EMS” included in Section K of this solicitation/contract. Contractor’s signature of this certification certifies that the contractor has verified that all MMAC EMS requirements have been or will be met and that work performed hereunder shall be in conformance with the MMAC EMS. Submission of this certification is a prerequisite for contract award.

(5) The MMAC Occupational Safety and Health (OSH) Policy which states:

“The FAA Mike Monroney Aeronautical Center is dedicated to excellence and leadership in protecting the environment and the safety and health of our employees and neighbors. It is our policy to ensure that employees, contractors, students, and visitors are provided with workplaces that are free from recognized hazards that may cause death, illness, or injury. In keeping with this commitment, we will implement, maintain, and continually improve our safety and health performance by utilizing a comprehensive Occupational Safety and Health Management System which:

- Ensures compliance with all applicable occupational safety and health requirements*
- Identifies hazards, assesses risks, and implements controls*
- Prevents injury and illness*
- Establishes safety and health metrics*

Aeronautical Center personnel demonstrate their commitment to this policy by providing products and services in a manner that ensures a safe and healthy work environment for employees, contractors, students and, visitors.”

(6) The requirements of the MMAC Occupational Safety and Health System (OSHMS) are modeled after the specifications found in the Occupational Health and Safety Assessment Series, BS OHSAS 18001:2007. The MMAC OSHMS requires that all contractors that provide goods and services that can affect MMAC’s occupational safety and health programs shall, prior to start of performance of work under this contract:

(i) Ensure that all employees supporting the contract work activities are:

- Aware of the MMAC Occupational Safety and Health Policy as set forth in paragraph (a)(5) above;
- Aware of and conform with the Operational Control documents referenced as attachments in Section J of this solicitation/contract;
- Competent to perform assigned job functions and maintain appropriate records of training or equivalent experience as identified in the above referenced operational control documents. Such records shall be made available to the CO or COTR upon request.

(ii) Ensure that contract employees requiring unescorted access to the site have received the MMAC Occupational Safety & Health Management System - 18001 – Awareness Briefing. This briefing/training is available on-line at:

https://employees.faa.gov/org/centers/mmac/employee_services/saf/training/index.cfm?training=mandatory_training

(iii) Complete and sign the "Certification of Contractor Conformance to the MMAC OSHMS" included in Section K of this solicitation/contract. Contractor's signature of this certification certifies that the contractor has verified that all MMAC OSHMS requirements have been or will be met and that work performed hereunder shall be in conformance with the MMAC OSHMS. Submission of this certification is a prerequisite for contract award.

(b) If the Contractor works more than 1000 employee-hours in one quarter on the MMAC Campus, the Contractor shall prepare and submit an annual report of injury and illness information regarding this workforce as specified in 29 CFR 1904. The report shall be submitted to the Contracting Officer not later than November 30 of each year and contain the following information (Note: the following references to fiscal year refer to the Governmental fiscal year, October 1 through September 30):

(1) The number of employee-hours worked during the preceding fiscal year;

(2) The number of OSHA recordable cases (defined as mishaps that result in fatalities, lost workdays, medical treatment, restricted workdays or a loss of consciousness) that occurred during the preceding fiscal year;

(3) The number of cases which resulted in days away and/or restricted/transferred duty that occurred during the preceding fiscal year.

(c) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.

(d) If the Contractor fails or refuses to promptly comply with any environmental, safety or health requirements stated in this Clause, the Contracting Officer's Technical Representative (COTR) will notify the Contractor of any such noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work, shall be deemed sufficient. All oral notices will be followed up with a written notice to the Contractor. If the Contractor fails or refuses to promptly correct the condition, the COTR may stop all or any portion of the work. When satisfactory corrective action has been taken, the contractor shall request permission to resume work from the COTR. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the COTR to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.

(e) The Contractor shall require contract personnel to wear personal protective equipment when it is necessary because of the hazards on the job and in most instances will provide the equipment and corresponding training, except that which has been specified to be furnished by FAA. All personal protective equipment worn by contractors shall comply with applicable industry standards.

(f) Contractors shall include a clause in all subcontracts to require subcontractors to comply with this clause. (End of Clause)

H.2 DIRECT HOURLY LABOR RATE (JAN 1997)

CLA.0125

The purpose of this clause is to require the contractor to pay the labor rates which were negotiated and set forth in this contract. It is agreed by the parties that such rates represent adequate compensation to attract the competence levels in each labor category necessary for successful contract performance.

(a) The contractor agrees to pay all employees a direct hourly labor rate for each labor category required by Section B, Schedule of Supplies/Services and Prices/Costs, whose weighted average is no less than 98 percent of the final negotiated direct labor rate (the direct labor portion of the negotiated composite/billing rate) for each labor category.

(b) Weighted averages (i.e., labor dollars paid divided by the direct labor hours billed under each labor category) shall be computed by the contractor on a cumulative basis for each billing period and this information provided to the Contracting Officer in three month intervals, as a minimum.

(c) The contractor shall include a clause substantially the same as this in any subcontract for labor awarded for work under this contract. Wage rates paid to all subcontractor employees performing in the required labor categories are covered by this clause.

(d) Failure to pay the specified weighted average labor rates for each labor category, on a cumulative annual basis, shall constitute a variance from the contract requirements. Any credit to the Government shall be shown on the final invoice for the initial contract term and each renewal option period term. Credits shall be computed for each labor category on which the cumulative weighted average labor rate is less than 98 percent of the final negotiated direct hourly labor rate. No adjustment shall be made if the weighted average direct hourly labor rate for the labor category exceeds 98 percent of the final negotiated rates.

NOTE:

Prospective contractors must complete the attachment entitled "Negotiated Direct Hourly Labor Rates" and return as part of their proposal/best and final offer.

EXAMPLE

(This example assumes a final negotiated direct labor rate of \$21.50/hr for Skill I, taken from a separate listing of such rates; and a billing rate of \$38.00/hr taken from Section B, Supplies or Services and Prices/Cost. For Skill II, the final negotiated direct labor rate is assumed to be \$18.75/hr and a billing rate of \$32.00/hr.)

<u>Labor Category</u>	<u>Rate Paid</u>	<u>Actual Labor Hours Worked</u>	<u>Total Labor Dollars</u>
Contract Skill I	Employee A - \$22.00	100	\$ 2,200.00
	Employee B - \$20.00	100	2,000.00
	Employee C - \$19.00	100	1,900.00
	Employee D - \$19.50	100	1,950.00
Invoice Total		400	\$ 8,050.00
Previous Totals (All other invoices)		<u>4,000</u>	<u>79,950.00</u>
Cumulative Total		<u>4,400</u>	<u>\$88,000.00</u>

Cumulative Weighted Average: $\$88,000 / 4,400 \text{ hours} = \20.00

Cumulative Amount Billed: $\$38.00 \times 4,400 \text{ hours} = \$167,200$

Contract Skill II	Employee G - \$18.00	100	\$ 1,800.00
	Employee H - \$19.00	100	1,900.00
	Employee J - \$18.50	100	1,850.00
Invoice Total		300	\$ 5,550.00
Previous Totals (All other invoices)		<u>4,000</u>	<u>74,400.00</u>
Cumulative Total		<u>4,300</u>	<u>\$79,950.00</u>

Cumulative Weighted Average $\$79,950 / 4,300 \text{ hours} = \18.59

Cumulative Amount Billed: $\$32.00 \times 4,300 \text{ hours} = \$137,600$

Final Billing Adjustment

Skill I

Wage ratio 93% ($\$20.00/\21.50), Variance 7% (100%-93%),

Adjustment 5% (98%-93%)

Credit to Government \$8,360 ($\$167,200 \times 5\%$)

Skill II

Wage ratio 99% ($\$18.59/\18.75), Variance 1% (100%-99%),

Adjustment 0% (98%-99%)

Credit to Government \$-0- ($\$137,600 \times 0\%$)

NEGOTIATED DIRECT HOURLY LABOR RATES
Screening Information Request DTFAAC-13-R-00010

NOTICE: This document corresponds to Clause H.2, Direct Hourly Labor Rate, and must be completed by each prospective contractor and returned as part of their proposal/best and final offer. The direct hourly rate set forth below is the direct labor portion of the negotiated composite/billing rate shown in Section B.

<u>LABOR CATEGORY</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>
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H.6 NOTIFICATION OF ABSENCE, ILLNESS, INJURY, OR DEATH OF FAA STUDENTS (JAN 1997) CLA.0148

Procedures for communicating student absences, serious illness, injuries, or death to an FAA student shall be as follows:

- (a) In the event that an FAA student has been scheduled for training and does not arrive to begin training by noon local time, the contractor shall immediately notify the designated Training Coordinator's (TC) office.
- (b) In the event an FAA student is absent from class for any reason and has not notified the instructor in charge, the contractor shall immediately notify the TC's office.
- (c) Whenever a student becomes ill or is injured, the contractor shall immediately notify the TC's office.
- (d) In the case of the death of a student, the contractor shall contact immediately the student's home duty office and the TC's office.

H.7 REIMBURSEMENT OF TRAVEL COSTS (JUNE 2007) CLA.4531

This clause governs the payment of travel expenses as a direct contract cost, as differentiated from indirect travel cost or Company travel that would be governed by the Contractor's internal travel policies. The Government will reimburse the contractor for travel costs, as specified in this clause, that are required, approved and incurred by contractor personnel traveling outside the commuting range of their assigned work location in performance of this contract.

(a) Travel under this clause must be funded under the contract/order and then authorized in advance by the Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR) before travel costs are charged as a direct contract cost. Individual shall separately identify all travel related expenses claimed for reimbursement, by trip. The contractor shall submit proof of its actual purchase price for commercial transportation, lodging and any other items to be reimbursed at actual cost. Unless directed otherwise, in writing, by the CO or COTR, subsistence cost (meals and incidental expenses) shall be billed and paid on the per diem basis specified below.

(b) Government reimbursements for claimed travel costs, including per diem, will be made in accordance with the Federal Travel Regulations (FTR), as amended, issued by the General Services Administration (GSA) and maintained on its website, <http://www.gsa.gov/>. Reimbursement for common-carrier fares shall be limited to actual cost of the lowest economy, standard, coach, or equivalent fare offered during normal business hours, plus customary agent fees. Any other common-carrier charges, reimbursement for private or corporate air travel or use of rental cars must be included in an advanced written authorization to travel. Expenses for transportation by private or corporate vehicles shall be reimbursed on a mileage basis at the FTR transportation rates in effect at the time the travel is accomplished, plus necessary tolls, or at the total constructive cost of common carrier transportation, whichever is most advantageous to the Government.

(c) The contractor shall not be entitled to reimbursement under this clause for any travel costs associated with contractor-directed personnel changes, personnel/labor disputes, for employee convenience, or for travel to and from the normal assigned work locations. All claims for reimbursement are subject to the cost principles contained in the FAA's Acquisition Management System.

(d) Travel costs for transportation, lodging, per diem or subsistence and other related expenses shall not be burdened by any profit or indirect costs with the exception of a nominal handling charge. Nominal handling charges may be charged for travel under this clause to the extent specified in the contract/order price schedule or payment clause elsewhere in this contract.

H.8 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APRIL 1998) CLA.4540

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.9 Notice of Contractor Testimony (September 2006)

CLA.4555

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

H.10 Personnel and Supervision (OCTOBER 2006)

CLA.4556

The contractor shall designate sufficient supervisory personnel to meet task outcomes. Contract supervisors will provide day-to-day supervision of contract personnel including, but not limited to, work monitoring, payroll records, leave, etc. At no time will FAA personnel assume any responsibility for the supervision of contractor personnel. Government assistance will be available to provide technical and policy guidance through the assigned COTR.

**H.11 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK
(SEPTEMBER 2006)**

CLA.4557

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

3.8.2-17 Key Personnel and Facilities (May 1997)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

_____	_____
_____	_____
_____	_____
_____	_____

[List key personnel and/or facilities]

(End of clause)

3.13-15 Confidentiality of Data and Information (October 2011)

(a) The contractor and any of its subcontractors, in performance of this contract, may need access to and use of various types of data and information in the possession of the Government, which the Government obtained under conditions which restrict its right to use and disclose data and information or which may be of a nature that its dissemination or use, other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to: (1) knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless the Government has made data and information available to the public; and (2) use for any purpose other than the performance of this contract any data which bears a restrictive marking or legend. For the sole purpose of this clause, "information" means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative or visual form. Data processed in such a way that it can increase the knowledge of the person who receives it. Information is the output, or finished goods, of information systems.

(b) In the event the work required to be performed under this contract requires access to proprietary data and information of other companies, the contractor must obtain agreement from such other companies for such use unless such data are provided or made available to the contractor by the Government. Two copies of such company-to-company agreements must be furnished promptly to the Contracting Officer for information only. These agreements must prescribe the scope of authorized use of disclosure and other terms and conditions to be agreed upon between the parties thereto. It is agreed by the contractor that any such data, whether obtained by the contractor pursuant to the aforesaid agreement or from the Government, must be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.

(c) The contractor agrees to conduct formal training to make employees aware of the requirement to maintain confidentiality of data and information, as required above, to the end that they will be disciplined if the necessity to refrain from divulging either the proprietary data of other companies or data that are obtained from the Government to anyone except as authorized. The contractor must obtain from each employee engaged in any effort connected with this contract an agreement, in writing, which must in substance provide that such employee will not, during his/her employment by the contractor or anytime thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract.

(d) The contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the contractor, its employees, subcontractors, or agents.

(e) The contractor agrees to include the substance of this clause in all subcontracts awarded under this contract. The Contracting Officer will consider case-by-case exceptions to this requirement for individual subcontracts in the event that: (1) the contractor considers the application of the prohibition of this clause to be inappropriate and unnecessary in the case of a particular subcontract; (2) the contractor provides a written statement affirming absolute unwillingness of a subcontractor to perform, absent some relief from the substance of this prohibition; (3) use of an alternate subcontract source would unreasonably detract from the quality of effort; and (4) the contractor provides the Contracting Officer timely written advance notice of these and any other extenuating circumstances.

(f) Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under this contract, the contractor must return all such data and information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from another company must be disposed of in accordance with the contractor's agreement with that company, or if the agreement makes no provision for disposition, must be returned to that company. The contractor must further certify in writing to the CO that all copies, modifications, adaptations, or combinations of such data or information which cannot reasonably be returned to the Contracting Officer (or to the appropriate company), have been deleted from the contractor's (and any subcontractor's) records and destroyed.

(g) These restrictions do not limit the contractor's (or subcontractor's) right to use and disclose any data and information obtained from another source without restriction.

(End of clause)

PART II – SECTION I – CONTRACT CLAUSES

I.1 CEILING PRICE (JAN 1997)

CLA.0120

Notwithstanding the provisions of AMS 3.3.1-5, Payments under Time-and-Materials and Labor-Hour Contracts, incorporated by reference in Section I, the ceiling price required therein is applicable to and will be established for each delivery order issued hereunder and will vary depending on the work to be performed.

I.2 ORAL AND WRITTEN TELECOMMUNICATION ORDERS (JAN 1997)

CLA.1035

Oral and written telecommunication orders are authorized. This method of ordering shall be used to fulfill emergency requirements and will be followed by a written order.

I.3 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997)

CLA.3211

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

I.4 LIABILITY INSURANCE (JAN 1997)

CLA.3212

(a) Pursuant to AMS 3.4.1-10, Insurance--Work on a Government Installation, the insurance required of the contract during contract performance is:

(1) Workers' compensation and employer's liability as required by applicable Federal and Oklahoma State workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than \$100,000.

(2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than \$500,000 for each occurrence and property damage limits of liability of not less than \$100,000 for each accident.

(3) Automobile liability (applicable to vehicles used in connection with contract performance) written on the comprehensive form of policy providing coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

(b) The policy shall name "The United States of America, acting by and through the Federal Aviation Administration" as an additional insured with respect to operations performed under this contract.

(c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 days in advance of any reduction in or cancellation of this policy."

(d) Certificate holder address:

Mike Monroney Aeronautical Center
Contracting Officer (AMQ-240)
P. O. Box 25082
Oklahoma City, OK 73125

(e) At any time during contract performance and upon request of the Contracting Officer, the contractor shall provide a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

I.5 WARRANTY - SERVICES (JAN 1997)

CLA.3313

(a) The Contractor warrants that all services performed under this contract will be performed in a professional manner, be free from defects in workmanship and conform to the requirements of this contract. The Contractor further warrants that any materials provided will be free from defects. This warranty is valid for 1 year from date of acceptance by FAA. The Contracting Officer will give written notice of any defect or nonconformance to the Contractor within a reasonable period of time after discovery.

(b) Corrections shall be at no cost to FAA, and any services or materials corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed.

I.6 VEHICLE ACCESS TO AIRCRAFT RAMP/HANGAR AREA (JUL 2004)

CLA.3401

(a) Contractor vehicles, including vehicles of suppliers and subcontractors, entering the Aeronautical Center aircraft ramp/hangar area (defined as that area east of Duke Avenue where access is limited by security guard or locked doors/gates), must display a ramp permit. The Contracting Officer is generally responsible for issuing ramp permits to contractors; however, in certain situations, the Contracting Officer may direct the contractor to obtain such ramp permits directly from the Director of Airports through the Airport Police Department. Applications for ramp permits may be obtained from the Airport Police Department or the Security and Investigations Division, AMC-700. After completion of the application, it shall be taken to AMC-700 for approval prior to taking it to the Airport Police Department for issuance of the ramp permit.

(b) Ramp permits are issued subsequent to the Contracting Officer's receipt of a current certificate of insurance for vehicle liability, furnished by the contractor, as follows:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Bodily injury	\$200,000 for each person \$500,000 for each occurrence
Property damage	\$1,000,000 for each accident

(c) The policy of insurance shall contain the following statements:

(1) "The United States of America, acting by and through the Federal Aviation Administration, The City of Oklahoma City, and Oklahoma City Airport Trust, are additional insureds with respect to operations performed under this contract."

(2) "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration, in care of the issuing office, 30 days in advance of any reduction in or cancellation of this policy."

(d) The address of the certificate holder shall be:

Mike Monroney Aeronautical Center
Contracting Officer (AMQ-240)
P.O. Box 25082
Oklahoma City, OK 73125

(e) In addition to (b) and (c) above, the contractor shall furnish to the Contracting Officer, at any time during the contract period, upon request by the Contracting Officer, a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

3.2.1.5-4 Continuity of Services - Mission Critical Contracts (January 2008)

(a) The contractor recognizes that the supplies and/or services under this contract are critical to FAA and must be continued without interruption during times of National Emergency or Incidents of National Significance. Supplies and/or services to be continued without interruption are:

Static Transfer Switches, Mike Monroney Aeronautical Center, Oklahoma City, OK.

(b) National Emergencies or Incidents of National Significance include:

- (1) Outbreak of pandemic influenza or infectious disease;
- (2) Terrorist attack; and
- (3) Natural disaster.

(c) Because the supplies and/or services under this SIR or contract are deemed critical by FAA, the contractor must make every reasonable effort to deliver these supplies and/or services per the contract requirements during times of National Emergency or Incidents of National Significance; however, the presence of this clause does not affect or diminish the Contractor's rights under Default or Termination clauses incorporated into this SIR or contract.

(d) Within thirty (30) calendar days after award, the contractor must submit a Continuity of Contract Performance Plan to the Contracting Officer (CO) for review and acceptance. This plan describes the processes and tools that the contractor will commit to ensure supplies and/or services are delivered as required during times of National Emergency or Incidents of National Significance. This plan must include the following sections:

- (1) Plans and Procedures: Detail the plans and procedures in place that will provide for continued contract performance for supplies and/or services during times of National Emergencies or Incidents of National Significance;
 - (2) Essential Functions: Record functions that are essential to the continuation of mission critical contract performance;
 - (3) Delegations of Authority, Planned Order of Succession, and Cross-Training: Procedures in place to ensure personnel are available to make key decisions and perform critical services when primary personnel are unavailable;
 - (4) Alternate Operating Facilities: When the primary facility is unavailable, detail plans to make available other facilities unaffected by the National Emergency or Incident of National Significance. If contract performance allows, this may include alternatives such as telecommute;
 - (5) Interoperable and Effective Communications: Identify alternate communication systems if primary systems are unavailable;
 - (6) Critical Records or Data: Identify plans in place to ensure critical records and data are still available to ensure the integrity of contract performance;
 - (7) Protection of Human Capital: Identify comprehensive plans to protect the overall health and welfare of the workforce in times of National Emergency or Incidents of National Significance;
 - (8) Testing and Training of the Plan: Detail comprehensive testing and training of the plan to improve the execution of contract performance in times of National Emergency or Incidents of National Significance;
 - (9) Devolution of Control and Direction: Identify plans and the ability to transfer authority and responsibility of essential functions from the primary location to other sites and employees; and
 - (10) Reconstitution and Resuming Normal Operations: Identify procedures and processes to expedite the return of contract performance and operations to their normal state.
- (e) The Continuity of Contract Performance Plan must be made available by the contractor to all authorized contractor personnel with a "need-to-know" for review and use during the term of the contract.
- (f) The Continuity of Contract Performance Plan must be updated as needed.
- (End of Clause)

3.2.2.3-39 Requirements for Certified Cost or Pricing Data or Other Information -Modifications (July 2010)

- (a) When there are price adjustments in the contract, the Contractor (you, your) must submit the following:
- (1) A certificate of current cost or pricing data (CCCPD) described in paragraph (e), or
 - (2) For non-certified current cost or pricing data (CPD), a request for an exception to CCCPD. You must request this exception from the CO in writing with the following types of information or data that would establish the reasonableness of the prices you offer:
 - (i) Information on an exception you received on earlier or repetitive acquisitions;
 - (ii) Catalog price information including:
 - (A) A dated catalog with the prices;
 - (B) The applicable catalog pages; or
 - (C) A statement that the catalog is on file in the contracts office that will issue this contract modification;
 - (iii) Information on the current discount policies and price lists (published or unpublished), for example wholesale, original

equipment manufacturer, and reseller;

(iv) Evidence of substantial sales to the general public for catalog items that exceed [Contracting Officer (CO) to insert extended value - not unit price]. Your evidence may consist of verifiable records such as a sales order, contract, shipment, invoice, actual recorded sales; or sales by your affiliates, other manufacturers or vendors when your price proposal is based on sales of essentially the same commercial item. You must also explain the relationship of the offered price to the (1) established catalog price, or (2) the price of recent and substantial sales of similar quantities of the items that were sold to the general public at prices that differ from catalog or list prices;

(v) The basis for the market price including:

(A) The source, date or period of the market quotation;

(B) Any other basis for the market price, the base amount, and applicable discounts;

(C). The nature of the market for the supply or service you are offering (should be the same as or similar to the market price supply or service); or

(D) Data supporting substantial sales to the general public.

(vi) Laws or regulations that establish your offered prices. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of a controlling document that you did not previously submit to the contracting office;

(vii) Information on modifications of contracts or subcontracts for commercial items that relate to the offered price, as follows:

(A) If you received an exception based on adequate price competition, catalog or market prices of commercial items, or prices set by law or regulation under the original contract or subcontract, and this modification is not covered by these exceptions, you must provide information to establish that the modification would not change the contract or subcontract from one for a commercial item to one for a non-commercial item;

(B) For commercial items, you may provide information on selling prices of the same item or similar items in the commercial market; and

(viii) Any other information the CO requests to support your request for an exception or to conclude that your price is fair and reasonable.

(b) You give the CO the right to examine books, records, documents, or other directly pertinent records to verify your request for an exception under this clause or the reasonableness of price at any time before award.

(c) The CO will not require you to provide access to cost or price information or other data that apply to prices offered in the catalog or marketplace.

(d) Submitting information to qualify for an exception does not mean that this is the only exception that may apply.

(e) You must submit under paragraph (a):

CERTIFICATE OF CURRENT COST OR PRICING DATA

I certify that, to the best of my knowledge and belief, the cost or pricing data we submit, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative to support [*] are accurate, complete, and current as of [**]. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the us and the Government that are part of the proposal.

[Contractor insert the following information.]

Firm _____

Signature _____

Name _____

Title _____

Date of execution [*** _____]

*Contractor identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (for example, SIR No.)

** Contractor insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of a price agreement.

*** Contractor insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the parties agreed on the contract price.

(End of certificate)

(End of clause)

3.2.4-16 Ordering (October 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract. Such orders may be issued from the date of contract award through the expiration date of the contract including any options exercised thereto.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders issued by facsimile, email or other electronic commerce methods are considered "issued" when the Government sends the order. Orders may be issued orally only if authorized in the contract.

(End of clause)

3.2.4-17 Order Limitations (October 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$50.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of the total of the estimated amount stated on the Schedule for the base period and all options;

(2) Any order for a combination of items in excess of the total of the estimated amount stated on the Schedule for the base period and all options; or

(3) A series of orders from the same ordering office within two (2) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two (2) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

3.2.4-20 Indefinite Quantity (July 1996)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the "Ordering" clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the "Order Limitations" clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the delivery date required by orders placed within the ordering period.

(End of clause)

3.2.4-35 Option to Extend the Term of the Contract (April 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within the present term of the contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years and 6 months.

(End of clause)

3.3.1-11 Availability of Funds for the Next Fiscal Year (April 1996)

Funds are not presently available for performance under this contract beyond the current fiscal year. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

3.3.1-33 System for Award Management (August 2012)

(a) Definitions. As used in this clause

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the SAM database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database.

"System for Award Management (SAM) Database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering

agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the SAM database;

(B) comply with the requirements of AMS regarding novation and change-of-name agreements; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.sam.gov>.

(End of Clause)

3.3.1-36 Availability of Funds- Option Periods under a Continuing Resolution (April 2008)

Due to the possibility of the enactment of a continuing resolution in lieu of an annual appropriation, full fiscal year funding may not be available for an entire contract option period. In the event of a continuing resolution, FAA will only be liable for an amount based on the time period specified by the continuing resolution. The amount of funds made available by the continuing resolution will be specified by subsequent modification. If the contractor provides services in excess of the funded amount or beyond the covered period, the contractor does so at its own risk.

(End of Clause)

3.10.2-1 Subcontracts (Fixed-Price Contracts) (April 1996) and 3.10.2-1 Alternate I Subcontracts (Fixed-Price Contracts) (April 1996)

(a) This clause does not apply to firm-fixed-price contracts and fixed-price contracts with economic price adjustment. However, it does apply to subcontracts resulting from unpriced modifications to such contracts.

(b) Subcontract, as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract if the Contractor does not have an approved purchasing system and if the subcontract:

(1) Is proposed to exceed \$100,000; or

(2) Is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services, that in the aggregate are expected to exceed \$100,000.

(c) The advance notification required by paragraph (b) above shall include-

(1) A description of the supplies or services to be subcontracted;

(2) Identification of the type of subcontract to be used;

(3) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained;

(4) The proposed subcontract price and the Contractor's cost or price analysis;

(5) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions;

(6) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract; and

(7) A negotiation memorandum reflecting-

(i) The principal elements of the subcontract price negotiations;

(ii) The most significant considerations controlling establishment of initial or revised prices;

(iii) The reason cost or pricing data were or were not required;

(iv) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(v) The extent, if any, to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and subcontractor; and the effect of any such defective data on the total price negotiated;

(vi) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(vii) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a

summary of all trade-off possibilities considered.

(d) The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (b) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification shall constitute the consent of the Contracting Officer.

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts identified below:

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination:

(1) of the acceptability of any subcontract terms or conditions,

(2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or

(3) to relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis.

(h) The Government reserves the right to review the Contractor's purchasing system.

(i) Paragraphs (b) and (c) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:
None

(End of clause)

3.14-2 Contractor Personnel Suitability Requirements (January 2011)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

[To be entered by the Administrative Contracting Officer based on the positions submitted by the contractor in response to task orders issued under this contract and in accordance with the applicable 1600-77(s) approved by the SSE.]

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);

- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information, referencing the contract number, to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

Security & Investigations Division (AMC-700)
Mike Monroney Aeronautical Center
P.O. Box 25082
Oklahoma City, OK 73125

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The contractor must request a report from the VAP on at least a semiannual basis in order to reconcile discrepancies and then must notify the SSE of these discrepancies as soon as possible.

(i) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, to meet the requirements of paragraph (c) of this Clause.

(j) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor

becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) Cards, and Vehicle Decals (April 2012)

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Representative (COR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days after termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold [CO to enter appropriate amount] for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COR, and AMC-700, Securities and Investigations Division. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the Mike Monroney Aeronautical Center must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contractor is required to enter data for each employee into the Vendor Applicant Process (VAP) as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. From the information entered into the VAP, the SSE will determine whether final suitability can be granted due to the existence of a previous investigation, or will initiate the contractor applicant into the Electronic Questionnaires for Investigations Processing (eQIP) system so that the applicant can complete the investigative forms. Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted to the SSE. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, a fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the AMC-700, Securities and Investigations Division . Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting Rose Mitchell, AMC-750, 405-954-4090.

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

(End of Clause)

NOTICE: The following provisions and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Part II – Section I, Clause 3.1-1.

3.1.7-2 Organizational Conflicts of Interest (August 1997)
3.1.8-1 Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity (October 2009)
3.1.8-2 Price or Fee Adjustment for Illegal or Improper Activity (April 2010)
3.2.2.3-29 Integrity of Unit Prices (July 2004)
3.2.2.3-32 Waiving Facilities Capital Cost of Money (July 2004)
3.2.2.3-33 Order of Precedence (March 2009)
3.2.2.3-73 Shipping Spare Parts (March 2009)
3.2.2.3-74 Site And Depot Level Spare Parts (July 2004)
3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 2011)
3.2.2.7-8 Disclosure of Team Arrangements (April 2008)
3.2.4-34 Option to Extend Services (April 1996)
3.2.5-1 Officials Not to Benefit (April 1996)
3.2.5-3 Gratuities or Gifts (January 1999)
3.2.5-4 Contingent Fees (October 1996)
3.2.5-5 Anti-Kickback Procedures (October 2010)
3.2.5-6 Restrictions on Subcontractor Sales to the FAA (April 1996)
3.2.5-6 Alternate I Restrictions on Subcontractor Sales to the FAA (April 1996)
3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)
3.2.5-13 Contractor Code of Business Ethics and Conduct (April 2010)
3.2.5-14 Display of Hotline Poster(s) (April 2008)
3.3.1-1 Payments (April 1996)
3.3.1-5 Payments under Time-and-Materials and Labor-Hour Contracts (May 2001)
3.3.1-5 Alternate III Payments under Time-and-Materials and Labor-Hour Contracts (April 2012)
3.3.1-6 Discounts for Prompt Payment (May 1997)
3.3.1-8 Extras (May 1997)
3.3.1-9 Interest (September 2009)
3.3.1-10 Availability of Funds (May 1997)
3.3.1-15 Assignment of Claims (April 1996)
3.3.1-17 Prompt Payment (April 2012)
3.3.1-27 Invoices for Equipment Delivered (March 1997)
3.3.1-34 Payment by Electronic Funds Transfer- System for Award Management (August 2012)
3.3.2-1 FAA Cost Principles (October 1996)
3.4.1-10 Insurance - Work on a Government Installation (July 1996)
3.4.2-6 Taxes--Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)
3.4.2-8 Federal, State, and Local Taxes - Fixed Price Contract (April 1996)
3.5-1 Authorization and Consent (January 2009)
3.6.1-3 Utilization of Small, Small Disadvantaged and Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (March 2009)

3.6.1-4 Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan (August 2012)
3.6.1-15 Post-Award Small Business Program Rerepresentation (April 2011)
3.6.2-2 Convict Labor (April 1996)
3.6.2-4 Walsh-Healey Public Contracts Act (October 2010)
3.6.2-9 Equal Opportunity (August 1998)
3.6.2-13 Affirmative Action for Workers With Disabilities (October 2010)
3.6.2-16 Notice to the Government of Labor Disputes (April 1996)
3.6.2-35 Prevention of Sexual Harassment (August 1998)
3.6.2-39 Trafficking in Persons (January 2008)
3.6.2-44 Notification of Employee Rights Under the National Labor Relations Act (January 2012)
3.6.3-16 Drug Free Workplace (March 2009)
3.6.3-17 Efficiency in Energy-Using Products (April 2008)
3.6.4-2 Buy American Act - Supplies (July 2010)
3.6.4-5 Buy American - Steel and Manufactured Products (July 2010)
3.6.4-10 Restrictions on Certain Foreign Purchases (January 2010)
3.8.2-11 Continuity of Services (October 2008)
3.9.1-1 Contract Disputes (October 2011)
3.9.1-2 Protest After Award (August 1997)
3.10.1-7 Bankruptcy (April 1996)
3.10.1-12 Changes - Fixed-Price (April 1996)
3.10.1-12 Alternate II Changes - Fixed-Price Alternate II (April 1996)
3.10.1-14 Changes - Time and Materials or Labor Hours (April 1996)
3.10.1-25 Novation and Change-Of-Name Agreements (October 2007)
3.10.2-3 Subcontracts (Time-and-Materials and Labor-Hour Contracts) (April 1996)
3.10.4-25 Alternate Quality System Plan (April 2009)
3.10.6-1 Termination for Convenience of the Government (Fixed Price) (October 1996)
3.10.6-4 Default (Fixed-Price Supply and Service) (October 1996)
3.10.6-7 Excusable Delays (October 1996)
3.13-3 Printing or Copying Double-Sided on Postconsumer Fiber Content Paper (January 2012)
3.13-5 Seat Belt Use by Contractor Employees (October 2001)
3.13-11 Plain Language (July 2006)
3.13-13 Contractor Policy to Ban Text Messaging While Driving (January 2011)
3.13-14 Reporting Executive Compensation and First-Tier Subcontract Awards (April 2011)
3.14-3 Foreign Nationals as Contractor Employees (April 2008)

PART III – SECTION J – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
1	Statement of Work	05 September 2012	30
2	List of Attachments	04 June 2012	3

(Note: All documents including Exhibits, DIDs, and CDRLs identified in this List of Attachments are attached to this SIR)

PART IV – SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this SIR/RFP (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

BUSINESS DECLARATION

1. Name of Firm: _____

2. Address of Firm: _____

3. a. Telephone No. of Firm: _____ b. Facsimile No. of Firm: _____

4. a. Name of Person Making Declaration: _____

b. Telephone No. of Person Making Declaration: _____

c. Position Held in the Company: _____

5. Controlling Interest in Company: ("X" all appropriate boxes)

() Black American () Hispanic American () Native American () Asian American

() Female Non-Minority () Male Non-Minority () Female () Male

() 8(a) Certified (Certification letter attached) () Other (Specify) _____

6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?

() Yes () No (If No, provide the name and telephone number of the person who has this authority.)

7. Nature of Business (Specify all major services/products and NAICS codes.) _____

8. a. Years the firm has been in business: _____ b. No. of Employees: _____

9. Type of Ownership: () Sole Ownership () Partnership () Other (Explain) _____

10. Gross receipts of the firm for the last three years: (a) Year Ending: _____ Gross Receipts: \$ _____

(b) Year Ending: _____ Gross Receipts: \$ _____ (c) Year Ending: _____ Gross Receipts: \$ _____

11. Tax Identification Number (TIN)/Employer Identification Number (EIN)/Social Security Number (SSN),
and Data Universal Numbering System (DUNS): _____

Privacy Act Statement: The TIN/EIN/SSN is required to comply with the reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). Failure to provide the information may exclude you from doing business with the Federal Aviation Administration.

12. Is the firm a small business? () Yes () No

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING _____
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO
CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 U.S.C. 1001.

Signature: _____ Date: _____

Typed Name and Title: _____

K.1 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000)

CLA.0126

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 334419
- (2) The small business size standard is 500 employees.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

K.2 CERTIFICATION OF PRODUCTS/SERVICES OFFERED (SEPTEMBER 2006) CLA.0127

(a) The offeror certifies that the products/services offered are products/services of a process that is ☐ ISO 9001:2000 certified (certified offer), ☐ ISO 9001:2000 compliant (compliant offer), or ☐ Non-certified/Non-compliant (non-certified/non-compliant offer).

(b) The offeror ☐ is, ☐ is not the manufacturer of the products offered.

K.3 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION (MAR 1999)

CLA.4532

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

K.4 Certification of Contractor Conformance to the MMAC Environmental Management System (EMS) and Occupational Safety and Health Management System (OSHMS) (April 2010) CLA.4560

By signature below the offeror certifies that the requirements of the Mike Monroney Aeronautical Center (MMAC) EMS/OSHMS have been met and that the work performed hereunder shall be in conformance with the MMAC EMS/OSHMS as required by Clause 0090, Environmental, Safety, and Health.

Authorized Representative: _____

Company Name: _____

Date: _____

(End of provision)

3.2.2.3-2 Minimum Offer Acceptance Period (July 2004)

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of 60 calendar days.

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: _____ calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

(1) The acceptance period stated in paragraph (c) of this provision; or

(2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

3.2.2.3-10 Type of Business Organization (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____. (country)

(End of provision)

3.2.2.3-15 Authorized Negotiators (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

(End of provision)

3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(l)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____
TIN _____

(End of provision)

3.2.2.7-7 Certification Regarding Responsibility Matters (January 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an

award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.3.1-35 Certification of Registration in System for Award Management (August 2012)

In accordance with Clause 3.3.1-33, System for Award Management (SAM), offeror certifies that they are registered in the SAM Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.6.2-3 Walsh-Healey Public Contracts Act Representation (October 2010)

The offeror represents as a part of this offer that the offeror:

is ☐ or is not ☐ a regular dealer in, or

is ☐ or is not ☐ a manufacturer of, the supplies offered.

(End of provision)

3.6.2-5 Certification of Nonsegregated Facilities (March 2009)

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

3.6.2-6 Previous Contracts and Compliance Reports (May 1997)

The offeror represents that--(a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It ☐ has, ☐ has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

3.6.2-8 Affirmative Action Compliance (April 1996)

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

3.6.2-38 Certification of Knowledge Regarding Child Labor End Products (July 2007)

(a) Definition.

"Forced or indentured child labor," as used in this clause, means all work or service:

- (i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer itself voluntarily; or
- (ii) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process or penalties.

(b) Listed End Products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis that the listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product Listed Countries of Origin

(c) Certification. The FAA will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or (c)(2) of this provision.

☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product, and the offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture that end product.

(End of Clause)

3.6.4-15 Buy American Act Certificate (July 1996)

(a) The offeror certifies that each end product, except as listed below, is a domestic end product (as defined in the clause "Buy American Act-Supplies,") and components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Product Country of Origin

[list as necessary]

(b) The offeror agrees to furnish any additional information as the Contracting Officer may request to verify the above information and to evaluate the offer. Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act.

(End of provision)

3.6.4-19 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (January 2012)

(a) Definitions.

"Person"

(1) Means

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive Technology"

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically

(i) To restrict the flow of free, unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict the speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to Section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(3) The offeror must e-mail any questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with AMS Iran Sanctions Guidance, by submission of its offer, the offeror

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in AMS Trade Agreements Guidance.

(End of provision)

3.8.2-18 Certification of Data (May 1997)

(a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.

(b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or; (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.

(c) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(End of provision)

NOTICE: The following provisions and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Part II – Section I, Clause 3.1-1.

3.2.2.3-3 Affiliated Offerors (July 2004)

3.2.2.3-82 Prohibition on Conducting Restricted Business Operations in Sudan - Certification (July 2012)

3.2.5-2 Independent Price Determination (October 1996)

3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (October 2010)

PART IV – SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

L.1 BUSINESS SIZE RESTRICTION AND COMPETITION CONSIDERATIONS

This SIR solicits proposals on a competitive basis unrestricted as to business size for award of an indefinite delivery / requirements type contract.

L.2 PROPOSAL PREPARATION AND SUBMITTAL COSTS

This SIR is not to be construed as a contract or a commitment of any kind. The Government and the FAA shall not be liable for payment of nor reimburse offerors or contractors for any and all costs incurred in the preparation and/or submittal of a proposal in response to this SIR or a resultant task order. All proposal preparation and/or submittal costs are at the risk of the offeror or contractor.

L.3 OPTION YEAR PROPOSALS

(a) It is the intent of the Government to award this contract with the option years; however, if you are not in a position to make an offer on ten (10) years, we invite you to submit an offer for one (1) two-year base period only.

(b) The Government reserves the right to delete the option periods in negotiations in the event a two-year base period proposal is less than the two-year base period of a proposal offering option periods.

L.4 PROPOSAL PREPARATION AND SUBMITTAL OF OFFERS

(a) The Contracting Officer (CO) for this acquisition, Randall L. Bratcher, is the sole point of contact. All written questions, correspondence, and submittals must be sent to the Contracting Officer at the address specified on Page 1, Item 8, of the Cover Page (Solicitation, Offer and Award) or via e-mail to randall.bratcher@faa.gov. OFFERORS MUST NOT CONTACT THE PROGRAM OFFICE OR PROGRAM OFFICE PERSONNEL AT ANY TIME REGARDING THIS ACQUISITION.

(b) All offers are subject to all terms and conditions set forth and contained in this SIR. If all requested information is not furnished in the offeror's proposal, the offeror's proposal may be determined to be non-responsive and ineligible for contract award.

(c) Sealed offers in original format and two (2) copies thereof for furnishing the supplies or services in the Schedule will be received at the depository located in Room 313, Multi-Purpose Building, until 3:00 p.m. local time, 19 October 2012, as specified on Page 1, Item 8, of the Cover Page (Solicitation, Offer and Award).

(d) Offerors submitting proposals by hand-delivery will need to consider allowing sufficient time to process through the security procedures in place at the MMAC. Overnight delivery of proposals in response to this SIR may also be impacted if not sent in sufficient time to allow for the special mail handling procedures in place at the MMAC.

(e) CAUTION – Late Submissions, Modifications, and Withdrawals: See Section L, AMS Provision 3.2.2.3-14. All offers are subject to all terms and conditions set forth and contained in this solicitation. Electronic submissions are acceptable; however, the original and specified number of copies of the proposals must be received by the due date and time specified.

L.5 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMITTALS

(a) This acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS) of 1997.

(b) The procurement process will involve the evaluation of technical proposals, past performance, and cost/price proposals. Evaluations involved will permit the FAA to select an offer whose proposal is determined to be an overall best value to the FAA as set forth in Section M of this SIR through the use of a Lowest-Price / Technically-Acceptable evaluation process.

(c) Specific attention is invited to AMS Policy paragraph 3.2.2.3.1.2.2, Communications with Offerors. The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one offeror do not necessitate communications with other offerors, since communications will be offeror-specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors. An award may be made without further discussions/negotiations. Offerors should therefore submit their best technical and pricing proposals in the initial

proposal. Offerors are to consider all terms and conditions contained in the formal SIR in preparation of the proposals set forth herein.

(d) If an offeror believes that the requirements in these instructions contain an error, or are otherwise unsound, the offeror shall immediately notify the CO in writing with supporting rationale.

L.6 INSTRUCTIONS FOR PREPARATION OF PROPOSALS

L.6.1 GENERAL

(a) Each offeror will submit information identified in the volumes as set forth in Table 1 below. The data submitted should be complete, concise and relevant to the requirements of the SIR and are required to be submitted in the format outlined below.

(b) Proposals submitted in response to this SIR shall be formatted in accordance with the instructions provided in this section.

(c) The Offeror's proposals must be received by the Government by the date specified in L.3 (c) above. Questions regarding this SIR must be submitted, in writing, via e-mail NOT LESS THAN 10 days from the due date for proposals.

(d) Common items for each volume is:

(1) Volume/Page. A footer identifying the volume number, page number, and total number of pages should be put on the bottom of each page.

(2) Volumes shall be marked 'Procurement Sensitive.' A cover sheet may be used for each volume for this designation along with the designation of the applicable page(s) the offeror deems competitive sensitive.

(3) All volumes shall be submitted to the CO not later than the proposal due date.

(4) Formatting shall allow proposal to be printed on standard 8 ½ x 11 paper, minimum 1 inch margins, left, right, top, and bottom, with text font size no less than 10. Printing may be single-sided or double-sided (front/back). Double-sided printing shall be counted as two (2) pages for each sheet.

(5) The proposal responses for each evaluation factor shall be provided in a separate section, and the section shall be tabbed for ease of reference.

Table 1. Proposal Organization

Volume I – Technical Proposal

- Original
- Three (3) copies

Volume II – Past Performance Proposal

- Original
- Two (2) copies

Volume III – Cost/Price/Business Proposal

- Original (with Signed SF-30)
- Two (2) copies

Note: No reference shall be made to prices/costs in Volumes I and II.

CAUTION: Evaluators will read only up to the page limit as specified. Pages in excess of the stated limit will be removed from the proposal and returned to the offeror to ensure they are not evaluated.

L.6.2 PROPOSAL OVERVIEW

(a) Technical Proposal Overview – Volume I.

(1) The Technical Proposal shall be submitted as a separate and complete volume and tabbed separately for each of the Technical Evaluation Factors outlined elsewhere in this provision. The Technical Proposal shall not include prices/costs or any pricing information.

(2) The Technical Proposal must be self-sufficient in addressing all aspects of the Technical Evaluation Factors and must be independent of the information contained in the Past Performance Proposal and/or Cost/Price/Business Proposal.

(3) The Technical Proposal must be sufficiently detailed to enable technically oriented personnel to make a thorough evaluation and to arrive at a sound determination as to whether the proposed services meet the requirements of the Government and that the offered approach is valid and practical. The Technical Proposal must be specific, detailed and complete to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements for, and the technical problems inherent in, providing services of the scope outlined in the Performance Work Statement (PWS). Clear evidence of services previously demonstrated and currently in place relating to the PWS requirements should be included in each evaluation factor.

(4) Statements that the offeror understands, can, or will comply with all statements in the PWS and statements paraphrasing the PWS requirements or parts thereof, are considered insufficient. Phrases such as "standard procedures will be employed," or "well-known techniques will be used," etc., will be considered insufficient.

(5) Content is more important than quantity. Technical Proposals are limited to no more than pages outlined elsewhere in Section L. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present complete and effective proposals are neither necessary nor desired and may be construed as an indication of the offeror's lack of cost consciousness. To expedite review of the proposals, the proposal responses for each evaluation factor shall be provided in a separate section and the section shall be tabbed for ease of reference.

(b) Past Performance Proposal Overview – Volume II.

(1) The Past Performance Proposal shall be submitted as a separate and complete volume and tabbed separately for each contract reference as outlined elsewhere in this provision. The Past Performance Proposal shall not include prices/costs or any pricing information.

(2) The Past Performance Proposal must be self-sufficient in addressing all aspects of the Past Performance Evaluation Factor outlined elsewhere in this provision and must be independent of the information contained in the Technical Proposal and/or Cost/Price/Business Proposal.

(3) This volume will provide information to the FAA regarding assessing the offeror's accomplishments for recent and relevant projects that are comparable in scope and magnitude to that described in the PWS under this SIR.

(c) Contract Documentation and Cost/Price/Business Proposal Overview – Volume III.

(1) The Cost/Price/Business Proposal shall be submitted as a separate and complete volume and tabbed separately for each document contained therein. The Cost/Price/Business Proposal will provide information to the FAA for analyzing costs and pricing as well as preparing the contract document and supporting file for the successful offeror. Completion of the required documents indicates that the offeror has read and agrees to the entirety of the terms and conditions contained in the SIR.

(2) This volume should be sufficiently detailed in support of the proposed pricing to demonstrate cost realism and reasonableness.

L.6.3 PROPOSAL CONTENT

(a) Technical Proposal Content – Volume I.

(1) The Contractor's Technical Proposal shall be limited to no more than fifty (50) typewritten pages, (excluding attachments), shall present a clear and thorough understanding of all facets of the Government's technical requirements listed in the PWS, and shall include the following information and be organized under separate tabs as follows:

- Factor 1: TECHNICAL DESIGN AND SUPPORT SERVICES. Provide a narrative with sufficient documentation to demonstrate that the offeror's equipment meets the requirements of the SOW and Exhibit H of the SIR.

- Sub-Factor 1A: Operational Requirements
 - Equipment Drawings
 - Technical Specifications
 - Electrical
 - Mechanical
 - Power Characteristics
 - Physical (dimensions, etc.)

- Seismic Rating
- Reports/studies on performance (power, operational, physical, etc.)
- Documented reliability
 - Mean Time Between Failure (MTBF) documentation
 - Support the provided information with hard reliability data for the proposed equipment, examples of observed reliability for projects of similar scope, and/or other historical evidence pointing to the achievement of the stated MTBF performance.
 - Mean Time to Repair (MTR) documentation
 - Support the provided information with hard reliability data for the proposed equipment, examples of observed reliability for projects of similar scope, and/or other historical evidence pointing to the achievement of the stated MTBF performance.
- Identify LRU, FRU and recommended spares

- Sub-Factor 1B: Installation, Start-up, and Operational Support Services

- Installation Services. Technical proposal shall include documentation for installation requirements as follows:
 - Required Government Furnished Equipment/Tools
 - Availability of Installation Services
 - Installation Manual
 - Installation Checklist
- Start-up Services. Technical proposal shall include documentation for start-up requirements as follows:
 - Warranty Impact
 - Availability of Installation Services
 - Start-up Checklist
 - Example Start-Up Report
- Operational Services. Technical proposal shall include documentation for operational requirements as follows:
 - Response times
 - Availability of on-site services
 - Depot Support

- Sub-Factor 1C: Maintenance

- Technical proposal should specify the recommended period of maintenance based upon Mean Time Between Failure information. Rationale for this factor should be accompanied by information that provides credible evidence, data, or valid examples supporting the achievement of the stated maintenance periodicity.
- Maintenance Manual which includes:
 - Troubleshooting Guidance
 - Preventive Maintenance Procedures
 - Corrective Maintenance Procedures
- List of Recommended Consumables

- Factor 2: RELATED EXPERIENCE. Provide a narrative with sufficient documentation to demonstrate that the offeror's experience is current, relevant, and meets the requirements of the SOW of the SIR. Current and relevant experience demonstrated must involve project management, installation work, and training at facilities upon installation of STS equipment and must include documentation for the following:

- Reporting
- Configuration Management
- STS Successful Coordination and Equipment Delivery
- Installation of STS and Ancillary Equipment
- Removal and Disposal of STS
- Testing
- OSHA Safety and handling Regulations
- On-Site Training

- Factor 3: TRAINING. Provide a narrative with sufficient documentation to demonstrate that the offeror's factory training for the STS program meets the requirements of the SOW of the SIR. The offeror's technical proposal shall include documented existing commercial off the shelf training compliant with the SOW requirements for on-site and classroom instruction and shall address the following:

- Experience and Availability of Classroom Instruction
- Lecture and Lab training facility
- Classroom Materials, i.e., training manual, course syllabus, presentations, and exam.

(b) Past Performance Proposal Content – Volume II.

(1) The Contractor's Past Performance Proposal shall not be page limited and shall include documentation for a minimum of two (2) relevant and recent past and present contracts with commercial entities or performed for Federal, state, or local governments within the last three (3) years of similar scope, complexity, and magnitude. Documentation for each contract shall include the following information:

- Agency or entity name
- Project or program title
- Contract number
- Contract type (i.e. firm fixed-price, labor-hour, etc.)
- Contract total value (\$)
- Contract start-completion dates
- Description of work performed
- Client point of contact (POC) information for a minimum of two (2) references including e-mail addresses and telephone numbers

(2) Offerors must explain what aspects of the contracts identified are deemed relevant to the proposed effort, and may include a discussion of significant achievements, recognitions, and successes obtained in specific projects that are relevant to the PWS.

(3) Offerors are encouraged to provide points of contact who are willing to respond to informational inquiries that will be issued by the Contracting Officer. The Government intends to use the POCs as references to validate the accuracy of the past performance. Offerors must submit no less than two (2) valid POC references for each past performance contract reference submitted. Offerors that are submitting proposals under a Teaming Agreement or other similar prime contractor / sub-contractor teaming arrangement must also submit documentation for a minimum of two (2) relevant and recent past and present contracts for each of the proposed sub-contractor(s) in accordance with L.6.3(b)(1) above.

(4) Offerors are advised that the government reserves the right to obtain information regarding other contracts or from other information sources not mentioned in the offeror's proposal but which are believed to be similar in scope, complexity, and magnitude to the proposed effort for this acquisition.

(c) Cost/Price/Business Proposal Content – Volume III.

(1) The offeror's Cost/Price/Business Proposal shall not be page limited and shall include the following information:

- Signed Offer (Solicitation, Offer and Award Form SF-30 , Section A, blocks 12 through 18)
- Completed Pricing Schedule for the Base Period and All Options (Section B)
- Relevant fill-in clauses contained in Sections C through I
- Completed Representations and Certifications, and Business Declaration Form (Section K)
- Authorized Individuals – The offeror shall provide the name, title, telephone number, fax number, and e-mail address for the individual designated as the central point of contact for this proposal.
- Assumptions – The offeror may describe any assumptions used to develop the proposed prices.
- Other Than Cost or Pricing Data to support the proposed pricing
- Cost/Price data file on CD in Excel format

(2) Offeror's Schedule B submitted for award consideration shall not include any proprietary markings (other than as required for procurement sensitive markings) or revisions, qualifications, or alterations to the bid schedule. Such markings, if not removed, may eliminate the offeror from further competition.

(3) Offeror's must provide contract line item pricing based on the unit price and total price for each line item.

(4) By submitting a proposal, Offerors grant the PCO, or an authorized representative, the right to examine records that form the basis of the pricing proposal. The examination and review can take place at any time before the award.

(5) All proposed cost and price information shall be submitted in the Cost/Price Volume only. No references shall be made to proposed costs or prices in Volumes I or II.

(6) Offerors shall provide a valid cover letter in the Cost/Price Volume which includes total proposed amounts by contract year and the total proposed contract amount for all years.

(7) In addition to an individual binder/folder for the Cost/Price Proposal, a proposed Cost/Price data file must be submitted electronically on a Compact Disk (CD). The CD shall be prepared in an Excel compatible format, MS-Excel 2003 or later.

(8) Within all Excel spreadsheets, Offerors shall include all proposed formulas and calculations rounded to two (2) decimal places. Offerors shall avoid using "value only" type cells to the maximum extent possible. If links are utilized within the spreadsheets, the Offeror shall supply all linked or referenced files. Spreadsheets and/or individual cells shall not be protected. A separate tab of the worksheet should be provided for each option period.

(9) In order to assist the Contracting Officer in a determination of price reasonableness, Offerors shall provide a thorough explanation of the pricing methodology used for all proposed prices. Offerors shall provide pricing assumptions, judgmental factors, supporting rationale and the basis of all estimates.

(10) All Cost/Price Proposals shall identify, in sufficient detail, all direct costs and markups, as allowed by the contract and any proposed subcontracts. Offerors are responsible for submitting sufficient information to enable the Government to fully evaluate the Cost/Price Proposal.

(11) Irrespective of the existence of adequate price competition, the FAA requests other than cost or pricing data to ensure the reasonableness of Offerors' proposed prices. Offerors shall provide a detailed cost breakdown including, but not limited to, the following elements:

- Direct Material Costs: purchased parts, subcontracted items, raw materials, standard commercial items, including all proposed quantities
- Material Overhead Rates and/or material handling fees
- Direct Labor Rates: number of proposed hours and the direct labor rate per hour, by labor category
- Labor Overhead Rates and/or labor burden
- Fringe Benefits: Cost/price information shall provide visibility into the fringe benefit rates applicable to each labor category
- Other Direct Costs, including proposed quantities for all recurring and non-recurring costs, such as special tooling or setup
- Travel: transportation and per diem
- Individual Consultant Services
- Other Indirect Costs
- Royalties
- Proposed escalation rates and factors to be applied to all subsequent periods throughout the life of the contract. Offerors should include the basis for the escalation rates, the indices used and the dates the escalation rates were obtained.
- General & Administrative (G&A)
- Facilities Capital Cost of Money (FCCM), if applicable
- Profit expressed as a percentage of total costs, less FCCM
- Fee, expressed as a fixed dollar amount

(12) Cost/Price Reasonableness and Realism: These instructions are to assist you in submitting information other than cost or pricing data that is required to evaluate the reasonableness of your proposal. Compliance with these instructions is mandatory and failure to comply may result in rejection of your proposal. Note that unrealistically low or high proposed costs or prices, initially or subsequently, may be grounds for eliminating a proposal from competition on the basis that the Offeror does not understand the requirement or has submitted an unrealistic proposal. Offers should include sufficient detail to demonstrate price reasonableness. The burden of proof for credibility of proposed costs/prices rests with the Offeror.

(13) Offerors should provide copies of recent Forward Pricing Rate Agreements (FPRA), Forward Pricing Rate Recommendations (FPRR), Forward Pricing Rate Proposals (FPRP), Collective Bargaining Agreements (CBAs) and Area Wage Determinations (AWDs), if applicable, in the Cost/Price Volume. When available, Offerors should provide copies of recent DCAA or DCMA audits or reports.

(14) Offerors are requested to submit with their offer, in support of proposed prices, all other costs that will significantly affect the price, together with supporting information such as catalog prices or copies of actual vendor quotations received, etc.

(15) For evaluation purposes, Offerors shall sum all proposed prices by contract year, provide a total proposed price for the proposal using estimated or supplied quantities, and submit a complete Section B. For Firm Fixed Price CLINs, the Schedule B Total Price is equal to the proposed unit price multiplied by the Section B quantity or estimated quantity for that CLIN.

(16) For teaming arrangements and subcontractors, submittal of proposed cost and price information is required for each partner and/or subcontractor who provides 10% or more of the effort for the base year and all option years.

(17) For each CLIN listed in Section B, Offerors shall propose fully burdened labor rates, by labor category. Offerors must provide CLIN pricing based on the unit price and the total price for each line item.

L.7 DISPOSITION OF UNSUCCESSFUL PROPOSALS

Proposals from unsuccessful offerors will not be returned to the offeror. Proposal originals will be retained in the contract file. The CO will destroy all other copies.

L.8 PROPOSAL ACCEPTANCE

(a) Only one proposal from each offeror shall be considered.

(b) The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the SIR which demonstrate an understanding of the complexity and scope of the requirements.

(c) The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements.

L.9 COST INFORMATION (JAN 1997)

CLA.0169

Offerors are requested to submit with their offer, in support of their price, man-hours, material costs, and any other recurring or non-recurring cost that will significantly affect price, together with supporting information (i.e., vendor catalog prices, copies of actual vendor quotations received, etc.

L.10 NOTICE TO OFFERORS OF AVAILABILITY OF FUNDS (JAN 1997)

CLA.2710

The purpose of this provision is to put offerors on notice that funds are not presently available for this procurement. Offerors are hereby notified that this solicitation may be canceled. If funds do not become available, the Government will not be liable for any proposal preparation costs if this solicitation is canceled. Offerors will prepare proposals at their own risk. Therefore, the Government's obligation is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer and no contract may be awarded until funds are available.

L.11 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997)

CLA.4533

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

L.12 ISO 9001:2000 CERTIFICATION/COMPLIANT INCENTIVE PROGRAM REQUIREMENTS (AUGUST 2006)
CLA.4538

(a) The Federal Aviation Administration Logistics Center (FAALC) in Oklahoma City is an ISO 9001:2000 registered organization. In compliance with Element 7.4, Purchasing, of the standard, and how it relates to products and services provided by the Logistics Center, the FAALC has an evaluation incentive program to encourage contractors to offer products/services that are produced utilizing an ISO 9001:2000 certified or compliant process. The incentive will be used in the evaluation of prices offered and shall be applicable only in making a determination for contract award. This evaluation incentive program allows for award to other than the low offeror in accordance with provision titled, Evaluation of Offers, in Section M of this Screening Information Request (SIR) or Request for Offer (RFO).

(b) To receive the evaluation incentive, the offeror must offer a product/service processed under the standards identified above; complete the required provision titled, Certification of Products/Services Offered, in Section K of this SIR; and provide the documentation required and listed in paragraphs (c) and (d), below. All referenced certification/compliance requirements shall be met prior to the time specified for receipt of offers for this SIR or RFO.

(c) Certification will be demonstrated by providing a copy of an ISO 9001:2000 Quality System Registrars' authentic certificate.

(d) ISO 9001:2000 compliance will be demonstrated by the presentation of documented proof of a second party audit within the last 12 months. Audit findings must confirm compliance.

L.13 PREVENTION OF OTHER FORMS OF HARASSMENT (MAY 2002)
CLA.4551

(a) 'Harassment', as used in this clause, means any verbal, written, graphic, or physical form of harassment or other misconduct that creates or that may reasonably be expected to create an intimidating, hostile, or offensive work environment based on race, color, religion, gender, sexual orientation, national origin, age, or disability.

(b) It is FAA policy that harassment as defined in paragraph (a) above will not be tolerated or condoned in the FAA workplace. It is also FAA's intent to effectively address inappropriate conduct.

(c) The Contractor agrees to support this policy in performing work under this contract, and that harassment in any form will not be tolerated in the FAA workplace.

(d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.

(e) The Contractor shall take whatever corrective action it deems necessary to promptly address harassment in the FAA workplace, or on an FAA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of its planned action.

(f) The Contracting Officer may require the Contractor to remove employee(s) from the FAA worksite that the Contracting Officer deems to have engaged in harassment as defined in paragraph (a) above.

(g) Any FAA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation.

L.14 SUBCONTRACTING PLAN (SEP 2007)
CLA.4559

In accordance with the AMS Clause 3.6.1-4, Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan, Contractors are reminded that a subcontracting plan may be required. Within 10 days of the Contracting Officer's request, Contractor's must submit a plan that must include, at a minimum, the information found at 3.6.1-4(d).

3.2.2.3-20 Electronic Offers (July 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means: e-mail or fax. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to e-mail randall.bratcher@faa.gov or fax number 405-954-3030.

(f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

3.2.2.3-22 Period for Acceptance of Offer (July 2004)

The offeror (you) agrees that if this offer is accepted within _____ calendar days (60 calendar days unless you insert a different period) from the date the SIR specifies for receiving offers, to provide all items for which you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of provision)

3.2.4-1 Type of Contract (April 1996)

The FAA contemplates award of an indefinite delivery / indefinite quantity type contract resulting from this Screening Information Request.

(End of provision)

3.9.1-3 Protest (October 2011)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile or if permitted by order of the ODRA, by electronic filing.. A protest is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest;
or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Ave., S.W.
Room 323
Washington, DC 20591

Telephone: (202) 267-3290
Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

NOTICE: The following provisions and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Part II – Section I, Clause 3.1-1.

3.2.2.3-1 False Statements in Offers (July 2004)
3.2.2.3-6 Submittals in the English Language (July 2004)
3.2.2.3-7 Submittals in U.S. Currency (July 2004)
3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004)
3.2.2.3-12 Amendments to Screening Information Requests (July 2004)
3.2.2.3-13 Submission of Information/Documentation/Offers (July 2004)
3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)
3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)
3.2.2.3-17 Preparing Offers (July 2004)
3.2.2.3-18 Prospective Offeror's Requests for Explanations (March 2009)
3.2.2.3-19 Contract Award (July 2004)
3.2.2.3-31 Facilities Capital Cost of Money (July 2004)
3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number (April 2006)

PART IV – SECTION M – EVALUATION FACTORS FOR AWARD

M.1 SIR PROCESS OVERVIEW

(a) This Screening Information Request (SIR) will solicit proposals on a competitive basis unrestricted as to small business size.

(b) Upon receipt of proposals and following initial screening for responsiveness, the remaining responsive proposals will be assigned to the Government evaluation teams for evaluation. Technical Proposals will be evaluated by the Government Technical Evaluation Team, Past Performance Proposals will be evaluated by the Government Past Performance Evaluation Team, and the cost and pricing portions of the Cost/Price/Business Proposals will be evaluated by the Cost/Price Evaluation Team. Information from the different volumes being evaluated will not be shared between the Government evaluation teams in order that the evaluation of the specific, individual volumes will not be influenced by knowledge of the other volumes. An evaluated assessment will be made independently for each proposal of the acceptability presented by each proposal.

(c) Upon completion of the evaluation of the Technical Proposals, the Past Performance Proposals, and the Cost/Price/Business Proposals, the Contracting Officer (CO) will assess the technical acceptability, performance risk, and proposed price of each proposal as well as the associated responsibility of each offeror. The CO will also serve as the Source Selection Official (SSO) for this procurement. From those evaluated proposals, the SSO will select for award the proposal that represents the “best value” to the Government in terms of lowest price, performance risk, and technical acceptability in accordance with the evaluation criteria of this SIR.

M.2 BASIS FOR AWARD

(a) The Government will make an award of a contract to the responsible offeror whose proposal conforms to this SIR, is determined to be the most advantageous to the Government, and represents the best value to the Government in terms of lowest price, technical acceptability, and performance risk (See AMS Clause 3.2.2.3-19 (April 1996) Contract Award). The Government intends to award without discussions. Therefore, each initial offer should contain the offeror’s best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if determined necessary by the CO.

(b) In determining which proposal represents the best overall value to the Government, the SSO will consider the results of the evaluation of proposals by the Government evaluation teams in regard to the Technical Evaluation Factors, Past Performance risk, cost realism and reasonableness, and total evaluated price.

(c) The SSO will consider all technical acceptability factors, performance risk, and price to be equal in importance. The Government reserves the right to award to other than the lowest priced proposal. The selection decision will be made as further described in M.5.

M.3 INITIAL SCREENING PROCESS

(a) The Government will initially screen all proposals for responsiveness (timeliness, completeness and adequacy). Only those proposals determined to be responsive through the initial screening process will be forwarded to the evaluation team for further consideration.

M.3.1 TIMELINESS

(a) No proposal or part thereof will be accepted for consideration following the closing period for this solicitation.

M.3.2 COMPLETENESS

(a) Timely proposals will be reviewed for completeness. Each proposal package will be reviewed for the following:

- One (1) original proposal (complete Volumes I, II, and III, with Signed SF-30 in Volume II)
- Three (3) copies of proposal Volume I
- Two (2) copies of proposal Volume II
- Two (2) copies of proposal Volume III

(b) Incomplete proposals may not receive further consideration.

M.3.3 ADEQUACY

(a) Complete proposals will be reviewed for adequacy, including proposal content and format as follows:

(1) Content:

- Completed Technical Proposal (Volume I)
- Completed Past Performance Proposal (Volume II)
- Completed Cost/Price/Business Proposal (Volume III)

(2) Format. Graphics are limited to a minimum font size of 10. Elaborate presentation techniques, including color, are neither required nor desired. Page counts do not include front matter such as table of contents, list of figures, divider tab sheets, glossary, or cover pages. Foldouts are counted as one page; however, excessive use of foldouts is discouraged. Attachments are not included in page count. Double-side printing shall be counted as two (2) pages for each sheet.

(b) For the purposes of adequacy review, missing proposal information component(s) identified above and/or non-adherence to proposal format instructions, may be considered non-responsive. Proposals found by the CO to be non-responsive may not receive further consideration.

CAUTION: Evaluators will read only up to the page limits as specified in Section L. Pages in excess of the stated limit will be removed from the proposal and returned to the offeror to ensure they are not evaluated.

M.4 EVALUATION CRITERIA, PROCESS AND PROCEDURES

(a) All proposals remaining after the initial proposal screening process of M.3 will be evaluated, rated, and analyzed as described in this part. Offerors are advised that their proposal must address all areas.

M.4.1 EVALUATION FACTORS AND ORDER OF IMPORTANCE

(a) The overall evaluation factors are shown as follows:

(1) Factor 1: TECHNICAL DESIGN AND SUPPORT SERVICES. Provide a narrative with sufficient documentation to demonstrate that the offeror's equipment meets the requirements of the SOW and Exhibit H of the SIR.

- Sub-Factor 1A: Operational Requirements

- Equipment Drawings
- Technical Specifications
 - Electrical
 - Mechanical
 - Power Characteristics
 - Physical (dimensions, etc.)
 - Seismic Rating
- Reports/studies on performance (power, operational, physical, etc.)
- Documented reliability
 - Mean Time Between Failure (MTBF) documentation
 - Support the provided information with hard reliability data for the proposed equipment, examples of observed reliability for projects of similar scope, and/or other historical evidence pointing to the achievement of the stated MTBF performance.
 - Mean Time to Repair (MTR) documentation
 - Support the provided information with hard reliability data for the proposed equipment, examples of observed reliability for projects of similar scope, and/or other historical evidence pointing to the achievement of the stated MTBF performance.
- Identify LRU, FRU and recommended spares

- Sub-Factor 1B: Installation, Start-up, and Operational Support Services

- Installation Services. Technical proposal shall include documentation for installation requirements as follows:
 - Required Government Furnished Equipment/Tools
 - Availability of Installation Services

- Installation Manual
 - Installation Checklist
 - Start-up Services. Technical proposal shall include documentation for start-up requirements as follows:
 - Warranty Impact
 - Availability of Installation Services
 - Start-up Checklist
 - Example Start-Up Report
 - Operational Services. Technical proposal shall include documentation for operational requirements as follows:
 - Response times
 - Availability of on-site services
 - Depot Support
- Sub-Factor 1C: Maintenance
- Technical proposal should specify the recommended period of maintenance based upon Mean Time Between Failure information. Rationale for this factor should be accompanied by information that provides credible evidence, data, or valid examples supporting the achievement of the stated maintenance periodicity.
 - Maintenance Manual which includes:
 - Troubleshooting Guidance
 - Preventive Maintenance Procedures
 - Corrective Maintenance Procedures
 - List of Recommended Consumables

(2) Factor 2: RELATED EXPERIENCE. Provide a narrative with sufficient documentation to demonstrate that the offeror's experience is current, relevant, and meets the requirements of the SOW of the SIR. Current and relevant experience demonstrated must involve project management, installation work, and training at facilities upon installation of STS equipment and must include documentation for the following:

- Reporting
- Configuration Management
- STS Successful Coordination and Equipment Delivery
- Installation of STS and Ancillary Equipment
- Removal and Disposal of STS
- Testing
- OSHA Safety and handling Regulations
- On-Site Training

(3) Factor 3: TRAINING. Provide a narrative with sufficient documentation to demonstrate that the offeror's factory training for the STS program meets the requirements of the SOW of the SIR. The offeror's technical proposal shall include documented existing commercial off the shelf training compliant with the SOW requirements for on-site and classroom instruction and shall address the following:

- Experience and Availability of Classroom Instruction
- Lecture and Lab training facility
- Classroom Materials, i.e., training manual, course syllabus, presentations, and exam.

(4) Factor 4: PAST PERFORMANCE.

(5) Factor 5: COST/PRICE.

(b) The Factors are of equal importance.

M.4.1.1 Technical Evaluation Factors

(a) Each offeror's Technical Proposal will be evaluated and rated using the following Technical Evaluation Factors. The Factors are of equal importance. The overall evaluation criteria used to determine the "acceptability" or "unacceptability" of the offeror's Technical Proposals addressing the three (3) Technical Evaluation Factor are as follows:

(1) Factor 1: TECHNICAL DESIGN AND SUPPORT SERVICES. Provide a narrative with sufficient documentation to demonstrate that the offeror's equipment meets the requirements of the SOW and Exhibit H of the SIR.

- Sub-Factor 1A: Operational Requirements

- Equipment Drawings
- Technical Specifications
 - Electrical
 - Mechanical
 - Power Characteristics
 - Physical (dimensions, etc.)
 - Seismic Rating
- Reports/studies on performance (power, operational, physical, etc.)
- Documented reliability
 - Mean Time Between Failure (MTBF) documentation
 - Support the provided information with hard reliability data for the proposed equipment, examples of observed reliability for projects of similar scope, and/or other historical evidence pointing to the achievement of the stated MTBF performance.
 - Mean Time to Repair (MTR) documentation
 - Support the provided information with hard reliability data for the proposed equipment, examples of observed reliability for projects of similar scope, and/or other historical evidence pointing to the achievement of the stated MTBF performance.
- Identify LRU, FRU and recommended spares

- Sub-Factor 1B: Installation, Start-up, and Operational Support Services

- Installation Services. Technical proposal shall include documentation for installation requirements as follows:
 - Required Government Furnished Equipment/Tools
 - Availability of Installation Services
 - Installation Manual
 - Installation Checklist
- Start-up Services. Technical proposal shall include documentation for start-up requirements as follows:
 - Warranty Impact
 - Availability of Installation Services
 - Start-up Checklist
 - Example Start-Up Report
- Operational Services. Technical proposal shall include documentation for operational requirements as follows:
 - Response times
 - Availability of on-site services
 - Depot Support

- Sub-Factor 1C: Maintenance

- Technical proposal should specify the recommended period of maintenance based upon Mean Time Between Failure information. Rationale for this factor should be accompanied by information that provides credible evidence, data, or valid examples supporting the achievement of the stated maintenance periodicity.
- Maintenance Manual which includes:
 - Troubleshooting Guidance
 - Preventive Maintenance Procedures
 - Corrective Maintenance Procedures
- List of Recommended Consumables

- CRITERIA: Technical design should include a description of how each element of the STS Spec is satisfied by the offeror's proposed equipment. Relevant documentation and backup information to substantiate the narrative should consist of testing/research done on the proposed equipment and, if available, performance related information from equipment designed for a project of similar scope (use) and design. The offeror should provide all relevant information related to the technical design and performance of the proposed equipment including all sub-factor elements as shown above.

- **ACCEPTABILITY STANDARD:** The standard is met when the offeror provides documentation to support that each element of the specification is met by their equipment, and when the offeror provides clear, concise evidence of the offeror's ability to provide the required services.

(2) **Factor 2: RELATED EXPERIENCE.** Provide a narrative with sufficient documentation to demonstrate that the offeror's experience is current, relevant, and meets the requirements of the SOW of the SIR. Current and relevant experience demonstrated must involve project management, installation work, and training at facilities upon installation of STS equipment and must include documentation for the following elements:

- Reporting
- Configuration Management
- STS Successful Coordination and Equipment Delivery
- Installation of STS and Ancillary Equipment
- Removal and Disposal of STS
- Testing
- OSHA Safety and handling Regulations
- On-Site Training

- **CRITERIA:** The offeror must demonstrate/possess relevant program management and logistics support experience. Experience demonstrated must be current and relevant as well as similar in scope and complexity to that described in the SOW.

- **ACCEPTABILITY STANDARD:** The standard is met when the offeror provides relevant documentation and backup information to substantiate the narrative of each element of the factor.

(3) **Factor 3: TRAINING.** Provide a narrative with sufficient documentation to demonstrate that the offeror's factory training for the STS program meets the requirements of the SOW of the SIR. The offeror's technical proposal shall include documented, existing commercial-off-the-shelf training compliant with the SOW requirements for on-site and classroom instruction and shall address the following elements:

- Experience and Availability of Classroom Instruction
- Lecture and Lab training facility
- Classroom Materials, i.e., training manual, course syllabus, presentations, and exam.

- **CRITERIA:** The offeror must demonstrate the capability to provide the factory training for the STS program in accordance with the requirements of the SOW.

- **ACCEPTABILITY STANDARD:** The standard is met when the offeror provides documentation to support each of the three elements above for performance, materials and classroom facilities.

(b) Any offeror whose Technical Proposal does not address all Technical Evaluation Factors will be considered ineligible for award.

(c) All Technical Evaluation Factors in the offeror's Technical Proposal must be rated "Acceptable" in order for the offeror's Technical Proposal to be rated "Acceptable."

M.4.1.1.1 Technical Proposal Evaluation Procedure

(a) Technical Proposals will be provided to the Technical Evaluation Team (TET), with the Past Performance Proposals and Cost/Price/Business Proposals being retained by the CO in order that the evaluation of the Technical Proposals will not be influenced by knowledge of the related past performance or cost/pricing information. An evaluated assessment will be made independently for each proposal of the technical acceptability presented by each Technical Proposal.

(b) The technical evaluation will be based solely on the Technical Evaluation Factors stated in Section M.4.1.1 of this SIR. The offeror must be capable of successfully performing the tasks identified in the SOW under this SIR or will be subject to disqualification from consideration for award. In conducting the technical evaluation, the TET will evaluate only the information contained in the offeror's Technical Proposal. Therefore, the burden is on the offeror to provide a complete and thorough proposal.

M.4.1.2 Past Performance Factor

(a) The Government will evaluate the offeror's past performance record on a minimum of two (2) relevant and recent past and present contracts. A Performance Risk Assessment will result from the Government's level of confidence that the

offeror will be able to successfully provide the support services to the Government in terms of scope of effort, tasks, and activities performed based on the offeror's past performance record.

(b) Each offeror's past performance will be evaluated and rated. The Performance Risk Assessment confidence rating represents the evaluation of an offeror's present and past work record and a determination of the Government's confidence in the offeror's probability of successfully performing as proposed. The Government will evaluate the offeror's demonstrated record of contract compliance in supplying products and services that meet user's needs, including cost and schedule. The Past Performance Evaluation is accomplished by reviewing aspects of an offeror's relevant present and recent past performance, focusing on and targeting performance, which is relevant to the Technical Evaluation Factors. In determining relevance, consideration will be given to previous and current contract performance that is similar in scope to the work described in the PWS, which is an attachment to this solicitation. This information may include data on efforts performed by other division, critical subcontractors or teaming contractors, if such resources will be brought to bear or efforts performed for agencies of the Federal, state or local governments and commercial customers. As a result of an analysis of those risks, negative aspects and positive aspects of past performance identified, each offeror will receive an integrated Performance Risk Assessment confidence rating for the Past Performance Evaluation Factor. In addition to evaluating the extent to which the offeror's performance meets mission requirements, the assessment will consider things such as the offeror's history of forecasting and controlling costs, adhering to schedules (including the administrative aspects of performance), reasonableness and cooperative behavior and commitment to customer satisfaction, and generally, the contractor's business-like concern for the interest of the customer.

(c) Where relevant performance record indicates performance problems, the Government will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised). The Government may review more recent contract or performance evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness.

(d) Each offeror's Past Performance Proposal will receive one of the Performance Risk Assessment confidence ratings described below for the Past Performance Evaluation Factor:

Rating	Description
HIGH CONFIDENCE	Based on the offeror's performance record, the Government has high confidence that the offeror will successfully perform the required effort.
SIGNIFICANT CONFIDENCE	Based on the offeror's performance record, the Government has significant confidence that the offeror will successfully perform the required effort.
SATISFACTORY CONFIDENCE	Based on the offeror's performance record, the Government has confidence that the offeror will successfully perform the required effort. Normal contractor emphasis should preclude any problems.
LOW CONFIDENCE	Based on the offeror's performance record, substantial doubt exists that the offeror will be able to successfully perform the required effort.
NO CONFIDENCE	Based on the offeror's performance record, extreme doubt exists that the offeror will be able to successfully perform the required effort.
UNKNOWN CONFIDENCE	No performance record is identifiable.

(e) Offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably nor unfavorably on past performance and, as a result will receive an "Unknown Confidence" rating for the Past Performance Evaluation Factor – the equivalent of a neutral rating.

M.4.1.2.1 Past Performance Evaluation and Performance Risk Assessment Procedure

(a) Past Performance Proposals will be evaluated by the CO . An evaluated assessment will be made independently for each proposal of the performance risk presented by each Past Performance Proposal.

(b) The past performance evaluation will be based solely on the Past Performance Factor stated in Section M.4.1.2 of this SIR. In conducting the past performance evaluation, the CO will evaluate the offeror's achievements, recognitions, and successes obtained in specific projects that are recent and relevant to the SOW under this SIR. In addition, the CO may use past performance information obtained from other sources such as on-line contractor performance appraisal reporting systems available to the Government as well as other sources or informational databases.

(c) The past performance evaluation will assess the recency, relevancy, acceptability, and confidence level of the past performance information to determine the overall performance risk assessment of the Past Performance Proposal.

M.4.2.1 Cost/Price Factor

(a) The Government will confirm the accuracy of each offeror's total price calculation and assess the realism and reasonableness of the proposed costs for the unit prices in addition to assessing the total evaluated price for performing all services. The Government will make adjustments for any mathematical errors discovered in the price evaluation process. The total evaluated price will consist of the total of the Base Year period and Option Year periods One (1) through Four (4).

M.4.2.1.1 Cost/Price/Business Proposal Evaluation Procedure

(a) The Cost/Price/Business proposals will be evaluated by the CO. An evaluated assessment will be made independently for each proposal of the cost/pricing resented by each Cost/Price Proposal.

(b) The cost/pricing evaluation will be based solely on the Cost/Price Factor stated in Section M.4.2.1 of this SIR. In conducting the cost/price evaluation, the CO will evaluate only the information contained in the offeror's Cost/Price/Business Proposal. Therefore, the burden is on the offeror to provide a complete and thorough proposal in support of the proposed costs and pricing. In addition, the CO will use the Independent Government Cost Estimate (IGCE), historical pricing information from recent similar contracts, and on-line pricing indices available to the Government as well as other sources or pricing databases.

(c) The cost/pricing evaluation will assess the cost realism and reasonableness for the cost/pricing presented in each Cost/Price/Business Proposal. Cost realism and reasonableness will be assessed through an analysis of the offeror's supporting cost/pricing information and a comparative evaluation of the proposed unit pricing and total pricing using the IGCE, historical pricing, pricing indices, or other available sources of pricing information.

M.4.3 DISCUSSIONS

(a) After evaluating written proposals, the Government may (or may not) conduct written or oral discussions with all, or a limited number of the offerors. The Government in the evaluation and source selection decision may consider information obtained during discussions, whether or not it is reduced to written material.

(b) It is also very possible that discussions will not take place and award of the contract will be made without discussions. Offerors should therefore submit their best technical and pricing proposals in their initial proposal submittal.

M.5 SOURCE SELECTION DECISION

(a) The SSO will select for contract award the offeror's proposal that provides the best value to the Government in consideration of the technical acceptability, performance risk acceptability, and the lowest cost/price of the competing proposals.

(b) The Government reserves the right to award the contract to an offeror submitting other than the lowest priced proposal. A higher priced proposal may be selected for award where the Technical Proposal of the lowest priced proposal is deemed by the SSO to be unacceptable, or where the lowest priced proposal is deemed by the SSO to present unacceptable performance risk concerns in accomplishing the contract requirements successfully.

M.6 EVALUATION OF OFFERS FOR SINGLE AWARD (JULY 2007)

CLA.0250

Award will not be split by item. Failure to propose on all items listed in Section B may result in your offer not being further considered for award.

M.7 EVALUATION OF OFFERS (SEPTEMBER 2006)

CLA.4539

(a) Offeror shall complete provision titled, Certification of Products/Services Offered, in Section K of this SIR or RFO, as to whether the products/services offered are of a process that is; (1) ISO 9001:2000 certified (certified offer), (2) ISO 9001:2000 compliant (compliant offer), or (3) Non-certified/Non-compliant (non-certified/non-compliant offer).

(b) Offerors shall provide documentation of ISO 9001:2000 certification/compliance as required in Section L provision titled, ISO 9001:2000 Certification/Compliant Incentive Program Requirements, of this SIR or RFO.

(c) The FAA will award to ISO 9001:2000 certified or compliant contractors unless the price is determined to be unreasonable as follows:

(1) Unless the FAA determines otherwise, the offered price of a certified offer is unreasonable when the lowest acceptable certified offer exceeds the lowest acceptable non-compliant/non-certified offer by 12 percent.

(2) Unless the FAA determines otherwise, the offered price of a certified offer is unreasonable when the lowest acceptable certified offer exceeds the lowest acceptable compliant offer by 6 percent.

(3) Unless the FAA determines otherwise, the offered price of a compliant offer is unreasonable when the lowest acceptable compliant offer exceeds the lowest acceptable non-compliant/non-certified offer by more than 6 percent.

(d) The evaluation in subparagraph (c) above shall be applied on an item- by-item basis or to any group of items on which award may be made, as specifically provided by the SIR or RFO.

NOTICE: The following provisions and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Part II – Section I, Clause 3.1-1.

3.2.4-31 Evaluation of Options (April 1996)

3.3.1-30 Progress Payments Not Included (November 1997)

3.11-50 No Evaluation of Transportation Costs (April 1999)